



## **Project Manual**

**Bid Packet and Specifications**

**March 16, 2017**

### **(2)-2016/2017-(15) Passenger Busses**

**23729 W. Ottawa Street**

**Plainfield, IL 60544**

**Bid Submission Deadline:**

**March 30, 2017 @ 10:00AM**

**Bid Opening:**

**March 30, 2017 @10:00AM**

**At**

**Plainfield Park District**

**23729 West Ottawa Street**

**Plainfield, IL 60544**

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## LEGAL NOTICE: ADVERTISEMENT TO BID

The Plainfield Park District is accepting bids for the following: **(2) New 2016/17 (15) Passenger Buses.**

Sealed proposals will be received until **March 30, 2017 10:00 AM** by mail or delivered by hand to Plainfield Park District Administration Office, 23729 W. Ottawa Street, Plainfield, IL 60544. Immediately thereafter, the bids will be publicly opened and read aloud at 23729 W. Ottawa Street, Plainfield, Illinois. Each bid must be placed in an opaque sealed envelope and clearly marked **'Plainfield Park District, 2016/2017 (15) Passenger Bus.** Bids submitted after the closing time will be rejected and returned unopened. No responsibility shall be attached to any person for premature opening of a bid not properly identified. No oral proposals or modifications will be considered.

Those desiring to bid may obtain bidding information during normal business hours of 9 A.M to 5 P.M from **Jennifer Rooks-Lopez** at the Plainfield Park District, 23729 W. Ottawa Street, Plainfield, IL 60544,

Phone: **(815) 254-6180** beginning March 16, 2017 at 9:00 AM. Project manuals are available at no charge through our website at [www.plfdparks.org](http://www.plfdparks.org) or email upon request at:

[rooks-lopez@plainfieldparkdistrict.com](mailto:rooks-lopez@plainfieldparkdistrict.com).

The Plainfield Park District ("Owner" or "Park District") reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder.

## INVITATION TO BID

Date: March 16, 2017

RE: **(2) New 2016/17 (15) Passenger Buses**

Dear Bidder:

Sealed bids for **(2) New 2016/17 (15) Passenger Buses** will be received by the Plainfield Park District at our administrative office, 23729 West Ottawa Street, Plainfield, IL 60544. Bids will be received until exactly **10:00AM March 30, 2017** and then publicly opened and read in in the conference room at the Plainfield Park District, 23729 West Ottawa Street, Plainfield, IL 60544. Bids submitted after the closing time will be returned unopened. No oral or telephone proposals or modifications will be considered.

Proposals shall be submitted on the attached Bid Form and returned in the envelope provided. All bids must a duly executed and notarized Bidder Certification under Section 33E-11 of the Criminal Code of 1961, as amended, on the form provided by the Plainfield Park District. Failure to provide Bidder Certification within forty-eight (48) hours of the bid opening shall be cause for rejecting the bid. No Bidder may withdraw his proposal after the hour set for the opening thereof, or before award of the contract, unless said award is delayed for a period exceeding forty (45) calendar days.

The Plainfield Park District will accept the lowest responsible bid, considering terms of delivery, quality, conformity with specifications and serviceability, or may reject all bids without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any Bidder against the Plainfield Park District. The Plainfield Park District reserves the right to waive irregularities in any bid.

## INSTRUCTIONS TO BIDDERS

**DATE: March 16, 2017**

**BID REQUEST: (2) New 2016/17 (15) Passenger Buses**

Sealed bids will be accepted until exactly at **10:00 AM March 30, 2017** and then publicly opened and read in the conference room at the Plainfield Park District, 23729 West Ottawa Street, Plainfield, IL 60544. Any bids received after this time will be considered non-responsive and returned. All Bidders are welcome to attend the bid opening. After bid opening, bids will be submitted for approval to the Plainfield Park District Board of Commissioners at a regularly scheduled meeting.

### **1. Presentation of Bid**

Each bid shall be submitted on the enclosed Bid Form. All bids must be written or typed in blue or black ink and signed by the Bidder. All bids are to be enclosed in a sealed opaque envelope, clearly displaying the Bidder's name and address. The bid name, date and time of opening must be located in the lower left corner of the envelope. The Plainfield Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with this section will be considered non-responsive and returned.

### **2. Explanation to Bidders**

Any explanation desired by a Bidder regarding the meaning or interpretation of the bid documents must be requested in writing no later than five (5) business days prior to the scheduled bid opening. Any addenda shall become part of the Contract Documents and will be furnished to all prospective Bidders. All Bidders must acknowledge each addenda in the bid submittal.

### **3. Errors and Omissions**

Bidders are requested to notify the Plainfield Park District of any errors and omissions discovered in the bid documents. If an error or omission is discovered after the bid opening, the Plainfield Park District reserves the right to determine whether to require the submission of new bids. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening. Should discrepancies appear among the contract documents, the successful Bidder shall request in writing an interpretation from the Plainfield Park District no later than five (5) business days prior to the scheduled bid opening before proceeding with the work. If the Bidder fails to make such a request, the Plainfield Park District shall determine which of the conflicting requirements shall govern; and the Bidder shall perform the work at no additional cost to the Plainfield Park District in accordance with said determination.

Omissions from the specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of specifications or which are customarily performed, shall not relieve the Bidder from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

### **4. Prices**

The prices are to include the delivery of all materials; M-Plates, equipment, supplies, tools, transportation, insurances, bonds, warranties, and all other facilities, and the performance of all labor and services necessary for the proper completion of the work except as may be otherwise expressly provided in the Contract Documents.

**5. Withdrawal of Bids**

No bid may be withdrawn after the public opening. All bids must be valid for a minimum of one hundred and twenty (120) days after the bid opening.

**6. Examination of Trade in**

Submission of the bid proposal implies that the Bidder has taken into consideration all conditions that may affect the bid. No compensation will be made for difficulties in which the Bidder could have reasonably discovered prior to bidding.

**7. Qualifications of Bidder**

The Plainfield Park District may take action deemed necessary to investigate the qualifications of each Bidder. Bidders must demonstrate that they have sufficient resources such as capital, construction machinery, sub-contractors, etc. in order to accomplish delivery of vehicle by the specified completion date.

**8. Award of Contract**

Award of Contract will be made to lowest responsible Bidder that complies with the conditions and specifications presented herein. Although price is a major consideration in the award of bids, the Plainfield Park District does not award on price alone and will also consider terms of delivery, quality, serviceability and conformity with specifications, as determined by the Plainfield Park District Board of Commissioners. Bids will be awarded to one Bidder for the entire Project. If specified in the Bid Form, awards will be based upon the submitted unit prices. The Plainfield Park District reserves the right to: determine whether a substituted selection, in its judgment, is an acceptable alternate; increase or decrease the quantities shown on the bid; to reject any and all prices or bids submitted without disclosure of reason; waive any irregularity, formality or technicality in any proposal; and accept that bid which is considered in the best interests of the Plainfield Park District. Such decisions are final and not subject to recourse.

**9. Contract**

The accepted Bidder is required to enter into a written contract, with the Plainfield Park District.

**10. Tax Exemption**

The Plainfield Park District is not subject to federal excise or Illinois retailer's occupation tax.

**11. Invoicing and Payment**

Terms for payment are governed by the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*, unless as otherwise modified by the Contract Documents.

Invoices should be sent following the acceptance of materials, supplies or equipment by the Plainfield Park District and should include the following information:

1. Name address and phone number of the Bidder
2. Invoice number
3. Itemized statement of services
4. Any payment discount terms offered
5. Complete W-9
6. Waivers and
7. Certified Payroll when applicable

## **12. Guarantee and Warranty**

The successful Bidder warrants to the Plainfield Park District that all materials, supplies and equipment furnished will be of good quality and new unless otherwise required or permitted by the Specifications, that the materials, supplies and equipment will be free from defects not inherent in the quality required or permitted, and that the materials, supplies and equipment will conform to the Specifications. Materials, supplies and equipment not conforming to the Specifications, including substitutions not properly approved or authorized are defective and will be rejected by the Plainfield Park District. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Bidder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

The Bidder must present the Plainfield Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Vendor agrees to sign over warranties and guarantees to the Plainfield Park District. The Bidder guarantees the standard manufacturer's vehicle warranty. Any such defects must be corrected, either through repair or replacement, at the Bidder's expense.

## **13. Materials**

All materials supplied by the Bidder shall be new materials of the like and kind specified. Defective materials and equipment, including those damaged during installation or testing will not be accepted, and must be replaced or repaired in a manner satisfactory to the Plainfield Park District.

## **14. Substitutions**

Unless otherwise indicated, the use of a brand name or catalog number in the Specifications is used for the purpose of establishing a grade or quality. Because the Plainfield Park District does not wish to rule out other competition, whenever a specific brand name or catalog number is mentioned, the Bidder should add the phrase "or approved equal." Bidders proposing a substitution must request approval in writing to the Plainfield Park District at least five (5) business days prior to the bid opening and mark the items as "or approved equal." All potential bidders will be notified within three (3) business days by email, fax or U.S. Postal Service of the approval or rejection of a proposed substitution. Bidders wishing to bid on the approved substitution shall submit a complete base bid as specified in the project manual. The alternate bid must be typed and must follow the same format as the base bid. Receipt of the alternate bid will be acknowledged and read at the bid opening. The Plainfield Park District shall be the sole and final judge as to whether any proposed substitute is equal to or better than as specified in the project manual. These decisions are final and not subject to recourse.

## **15. Completion Date**

The Bidder shall complete the work of this Project by the date set forth in the Schedule. Failure of the Bidder to complete this Project in accordance with the Schedule shall constitute a breach of the Contract.

## **16. Law Compliance**

All project work shall comply with all federal, state, county and local laws, ordinances, rules and regulations and orders that in any manner pertain to this work. Such laws, ordinances, rules and regulations and orders shall be considered a part of these documents. Lack of knowledge on the part of the Bidder will in no way be cause for release of this obligation. Unless as otherwise specified by the Contract Documents, the Bidder shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under the Contract. The Plainfield Park District reserves the right to reject any bid, cancel any contract and pursue and legal remedies deemed necessary if it becomes aware of a violation of any laws on the part of the Vendor.

**17. Substance Abuse Prevention Act and Drug Free Workplace Act**

The Bidder shall comply and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et. seq.*), including filing a written substance abuse prevention program with the Plainfield Park District for the prevention of substance abuse among its employees prior to the commencement of the work.

The Bidder shall also comply with the Drug Free Workplace Act (30 ILCS 580/1 *et. seq.*).

**18. Human Rights Act**

All successful Bidders must comply with the provisions of the Illinois Human Rights Act (Act) dealing with equal employment opportunities (775 ILCS 5/2-105), including equality of employment opportunity and all Illinois Department of Human Rights regulations. The Bidder also must provide for the adoption and implementation of written Sexual Harassment Policies pursuant to the Act.

**19. Equal Employment Opportunity**

The Bidder and all subcontractors shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include but is not limited to: employment, upgrading, demotion and transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of the Equal Opportunity Clause.

**20. Fair Employment**

Bidder's signature on the Bid Form will be construed as acceptance of and willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees. Provisions of said act are herein incorporated by reference and become a part of this Proposal and Specifications.

**21. Indemnification**

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Plainfield Park District and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegal's fees and court costs), arising out of or resulting from the performance of the Bidder's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. The Bidder shall similarly protect, indemnify and hold and save harmless the Plainfield Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Bidder's breach of any of its obligations under, or the Bidder's default of, any provision of the contract.

**22. Bid Rigging and Rotating**

By submitting a bid, Bidder certifies that it is not barred from bidding on this contract as a result of violating the bid rigging or bid rotating provisions contained in the Illinois Criminal Code, 720 ILCS 5/33E-3; 5/33E-4. Bidder must sign and return the attached Bidder Certification form with the Bid Form, verifying the Bidder has met this requirement.

**23. Postponement of Date for Opening Proposals**

The Plainfield Park District reserves the right to postpone the date of presentation and opening of bids and will give written notice of any such postponement to each interested party.

**END OF SECTION**

## SCHEDULE

### COMPLETION OF WORK

- A. The Owner requires that the Vehicle be completed and delivered by:  
**October 1, 2017.**

### CONSTRUCTION SCHEDULE SUBMITTAL

- A. Within ten (10) calendar days of Notice of Award, Bidder shall submit and review with the Owner a formal delivery schedule identifying the sequencing of events.

**END OF SECTION**

**NOTICE OF AWARD (SAMPLE)**

SUBJECT: PLAINFIELD PARK DISTRICT

Dear Mr/Ms \_\_\_\_\_,

The Plainfield Park District (Owner) has considered the Bid submitted by \_\_\_\_\_  
\_\_\_\_\_ for the subject project dated \_\_\_\_\_. You are hereby notified that your Bid has  
been accepted for the Base Bid in the amount of \$\_\_\_\_\_.

You are required to execute the Agreement and furnish within ten (10) calendar days from the date  
of this Notice of Award. If you fail to execute said Agreement within ten (10) days, the Owner will  
be entitled to consider all your rights arising out of the acceptance of your bid as abandoned. The  
Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Sincerely,

Gene Coldwater  
Director of Parks

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**ACCEPTANCE OF NOTICE**

Receipt of this "NOTICE OF AWARD" is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**BIDDER CERTIFICATION**

I, \_\_\_\_\_ having been first duly sworn on oath, do depose and state  
(Print Name)

that I presently reside at \_\_\_\_\_, and that I am the  
(Address, City, State, State)

duly authorized principal, officer or agent of \_\_\_\_\_  
(Name of Company)

and do hereby certify to Plainfield Park District, its Commissioners, officers and employees that neither I

nor \_\_\_\_\_ are barred from bidding on the contract for  
(Name of Company)

**(2) New 2016/17 (15) Passenger Buses** for which this bid is submitted, as a result of violation of either Section 33E-3 ("Bid-rigging") or Section 33E-4 ("Bid-rotating") of Article 33E of the Criminal Code of 1961 of the State of Illinois approved July 28, 1961, as amended.

\_\_\_\_\_ Individually and on behalf of Vendor

\_\_\_\_\_ Address

\_\_\_\_\_ Title

\_\_\_\_\_ Fax

\_\_\_\_\_ Telephone

\_\_\_\_\_ Email

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STATE OF ILLINOIS  
SS. COUNTY OF WILL

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

\_\_\_\_\_ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Bidder, and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Bidder.

Dated: \_\_\_\_\_ 20\_\_\_\_\_

My commission expires: \_\_\_\_\_

(Notary Seal)

\_\_\_\_\_  
(Notary Public)

**BID FORM**

**(2) New 2016/17 (15) Passenger Buses**

Proposal of \_\_\_\_\_.

Hereinafter called "BIDDER", (a)/(an)\_\_\_\_\_ (corporation, partnership, individual)

doing business as \_\_\_\_\_

To the Plainfield Park District, hereinafter called the "Owner".

The Bidder, in response to your advertisement for bids for **(2) New 2016/17 (15) Passenger Buses** having examined the Specifications and other Contract documents, hereby proposes to furnish and deliver all materials and supplies in accordance with the Contract Documents and install same, within the time set forth therein and at the prices stated below. These prices are to cover all expenses including delivery to Northbrook, Illinois.

Bidder acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

Addenda Numbers: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Bidder hereby agrees to start work within ten (10) days after receipt of "Notice to Proceed" from the Owner and to substantially complete the project as specified in the Bid Packet.

**Bidder agrees to provide the equipment described in the Contract Documents and attached Specifications for the following price:**

<b>Item</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Extended Price</b>
(2) 2016/2017- (15) Passenger Bus	\$ _____	<b>2</b>	\$ _____
Trade in Vehicle Year/Make/Model:	2003 Ford E-450 Bus	Deduct	\$ _____
<b>Total Bid</b>			<b>\$ _____</b>

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and it is agreed that this bid may not be withdrawn during the period of days provided in the Contract Documents.

The Bidder hereby certifies:

- A. That this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- C. That he has not solicited or induced any person, firm, or corporation to refrain from bidding.
- D. That he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the "Owner".
- E. That he will comply with all provisions of the Prevailing Wage Ordinance adopted by the Plainfield Park District.
- F. That he is in compliance with the Criminal Code Act of 1961, Article E-11, Public Contracts, and Public Act 85-1295.
- G. That all materials, methods and workmanship shall conform to the drawings, specifications, manufacturer's standards and specifications.

By \_\_\_\_\_ FIRM NAME \_\_\_\_\_  
(Sign and Date)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Fax) \_\_\_\_\_ (Phone)

\*\*\*\*\*  
STATE OF ILLINOIS  
SS. COUNTY OF WILL

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that \_\_\_\_\_ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Bidder, and that he/she executed the foregoing Bid Form as his/her free act and deed and as the act and deed of Bidder.

Dated: \_\_\_\_\_ 20\_\_\_\_. My commission expires: \_\_\_\_\_  
(Notary Seal) \_\_\_\_\_ (Notary Public)

## SUBCONTRACTORS AND SUPPLIERS LIST

The subcontractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested and approved in writing ten (10) days before the start of the work that is involved.

Failure to complete this list will result in rejection of bid.

Legal name, current telephone number and address of all subcontractors must be included.

### Subcontractors / Assignment

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### Suppliers / Materials

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## BIDDER COMPLIANCE AND CERTIFICATIONS ATTACHMENT

**Note: The following certifications form an integral part of the Agreement between the Owner and Bidder. Breach by Bidder of any of the certifications may result in immediate termination of the Bidder's services by Owner.**

THE UNDERSIGNED BIDDER HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Bidder has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Bidder shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. To the best of Bidder's knowledge, no officer or employee of Bidder has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Bidder is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Bidder also certifies that no officers or employees of the Bidder have been so convicted and that Bidder is not the successor company or a new company created by the officers or owners of one so convicted. Bidder further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Bidder has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Bidder's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Bidder further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- F. Bidder shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Bidder shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Bidder and approved by the Owner.
- G. Bidder's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Bidder with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Bidder without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Bidder's bid proposal or in Bidder, (iv) the Bidder has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Bidder. Additionally, the Bidder shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- H. Bidder knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Bidder further certifies that Bidder is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code by this reference.
- I. Neither Bidder nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- J. Bidder is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Bidder further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Bidder.
- K. If Bidder has 25 or more employees at the time of letting of the Contract, Bidder knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Bidder further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

- L. Bidder knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Bidder's Substance Abuse Prevention Program Certification is attached to and made a part of this Bidder Compliance and Certification Attachment.
  
- M. The Bidder shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Plainfield Park District's designated Freedom of Information Act Officer (FOIA Officer), Bidder shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Bidder that is deemed a public record under FOIA.

Sign and Date: \_\_\_\_\_ Firm Name:\_\_\_\_\_

Print Name & Title: \_\_\_\_\_ Address:-----

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

\*\*\*\*\*

**STATE OF \_\_\_\_\_ SS. COUNTY OF \_\_\_\_\_**

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that \_\_\_\_\_ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Bidder, and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Bidder.

Dated: \_\_\_\_\_ 20\_\_\_\_\_ Notary Public \_\_\_\_\_

## SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., (“Act”) prohibits any employee of the Bidder or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Bidder/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Plainfield Park District that **[Bidder/Subcontractor must complete either Part A or Part B below]:**

- A. The Bidder/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. **[Bidder/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

\_\_\_\_\_  
Name of Bidder/Subcontractor (print or type)

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative      Dated: \_\_\_\_\_

- B. The Bidder/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.

\_\_\_\_\_  
Name of Bidder/Subcontractor (print or type)

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative      Dated: \_\_\_\_\_

## SPECIFICATIONS

### 2016/2017 (15) Passenger Bus - NEW

#### 1. VEHICLE CHASSIS

The body structure shall be built as an integral unit. All joints and corners where stress concentration may occur shall be adequately reinforced to carry loads and withstand road shock. The bus body shall be certified by an independent testing agency to meet the requirements of Federal Motor Vehicle Safety Standard Number 220.

Multi-point rubber isolators shall be used to mount body to the cab chassis. All structural fabrication shall use 1010/1020 low carbon hot rolled steel.

The side walls, roof front, and rear caps shall be interlocked by resin saturated fiberglass matting forming a unibody design without exposed fasteners or protruding fasteners. Body panels (side walls) shall consist of a matrix of fiberglass reinforced plastic with an inner thickness of resin hardened honeycomb material. Exterior surfaces shall be a minimum of 0.02" thickness of high gloss gel coat to prevent moisture penetration and corrosion. The center layer shall consist of a 1" thick resin hardened Vertical honeycomb. Steel sections shall be integrated into the roof and sidewalls to provide additional structural integrity and to provide sound attachment surfaces for various features or options.

- Ford E350 Super Duty Chassis (or approved substitution)
- 6.8L V10 Gasoline Engine
- 5 speed Automatic Overdrive Transmission
- 12,500 # GVWR
- 7,800 # Rear Axle
- 4,600 # Front Axle
- Front Stabilizer Bar
- 158" Wheelbase
- (6) LT225/75R16E Radial Tires
- Power Disc Brakes, Anti-lock
- Power Steering w/ Tilt Feature
- Cruise Control
- 225 AMP Alternator
- Dual Batteries
- 40 Gallon Fuel Tank- Minimum
- HD Cooling Package
- Dual Note Horn
- Block Heater
- Tinted Glass
- Interior Hood Release
- Intermittent Wipers
- Driver's Air Bag
- Gauges: Fuel, Temp, Oil Presser, Voltmeter
- Chrome Front Bumper and Grille Accent
- Dash Heat / Defrost / Air Conditioning
- Overall Ext Length: 285" Max.
- Overall Ext. Width: 96" Max.
- Overall Height: 115" Max.
- Interior head room 79" Min.
- Interior Width: 91" Min.
- Aisle Width: 15" Min.
- Ground to first step: 11.5" Min.

## 2. **BODY SPECIFICATIONS**

### **CLIMATE CONTROL**

- 65,000 BTU Rear Floor Heater
- 70,000 BTU Air Conditioner (Dual Compressor System)
- Front and Rear

### **DOORS AND WINDOWS**

- Dark Tint Side Windows (23%)
- Electric Entrance Door w/ Full Tempered Glass
- Exterior Electric Door Key Switch
- Large Viewing Window in Front of Entrance
- Window Each Side of Rear Door
- Rear Door w/ Window
- Side and rear hinged emergency escape windows must be provided per FMVSS requirements. Emergency windows must be clearly labeled and operating instructions must be clearly visible.
- Electric Entrance Door w/ Full Tempered Glass
- The entry door shall be fully encompassed by an integrally welded steel door surrounded and step well. The complete door surround will incorporate the step well, and shall be installed in the body as a single unit. The door shall have a full clear opening width of at least 26" and a full height of at least eighty inches (79").
- The entry door shall be a two-leaf, outward opening type, electric operated, and controlled from the driver's seat.
- At the meeting edges of each door leaf, a rubber seal shall be installed so that the edges form a tight overlapping seal when closed.
- All fasteners shall be stainless steel.
- Door shall have an exterior mounted entrance door key switch that is hot all the time.

### **ELECTRICAL: EXTERIOR**

- ICC Lighting Marker Lights
- Round Sealed Tail, Stop and Back-up Lights
- License Plate Light
- Lights Meet Federal and State Requirements
- Reverse Alarm
- Mid-ship Turn / Marker Lamps (LED)
- High-mount Center Brake Light (LED)

### **ELECTRICAL: INTERIOR**

- Easy Access Body Electrical Panel Mounted inside
- Passenger Compartment Courtesy Lights, Door-activated (LED)
- Strip Lighting over Center Aisle (LED)
- Driver / Passenger Dome Lights, Entry Step Well Lights (all LED)
- Wiring Color and Function Coded
- AM / FM / CD Radio and Clock With (4) Speakers (2) Front (2) Rear

### **FEATURES: EXTERIOR - WHITE**

- Painted Rear Bumper
- Mud Flaps – Rear and Front Passenger's Side
- Driver's Running Board
- Unitized Steel Cage Construction w/ Aluminum Side Wall
- Front Cap, Rear Cap, One Piece Roof all Fiberglass
- Complete Body Undercoating
- Mirrors two (2) exterior mirrors with non-corrosive heads each incorporating a flat 7" x 9" mirror and a 7" x 5" convex spot mirror located in bottom portion of mirror head. Interior shall have a 6" x 16" mirror for viewing passenger area.

### **FEATURES: INTERIOR**

- Driver's Control Console within Reach of Driver
- Gray Padded Vinyl Side. Walls and Headliner Walls and head liner are to be of ABS or FRP bright white material.
- Entrance and Driver's Modesty Panels and Safety Stanchions
- Entrance Handrails, Left and Right – stainless steel
- Interior Passenger View Mirror, (6" x 16")
- Cap Storage w/ Lock above Driver

### **FLOORING**

- Upgraded non-slip, "commercial grade" flooring –Transit Rubber. The floor shall be covered with 3/16" ribbed flooring on the step risers and center aisle. Rest of the flooring shall be 1/8" smooth flooring. Steps shall have a 2" white safety nosing on each step edge. Step tread shall be of one-piece rubber flooring. The floor covering shall be butt-jointed and securely cemented to the plywood floor with a waterproof adhesive. The floor sub-structure shall be covered with a minimum 3/4" exterior grade 7 ply fir plywood. Entire underside and edges of plywood floor shall be covered with commercial grade undercoating *prior* to installation of panels in bus. This is extremely important due to the highly corrosive climate in which the bus will be operated.
- Yellow Safety Step Nosing
- Yellow Standee Line

### **SEATS**

- Track Seating
- High-back Reclining Driver's Seat w/ Armrests and Lumbar Support
- Additional Foam in Seat Bottom (Added Comfort)
- High-back Reclining
- Leatherette Seat Covering – Black or Grey
- Aisle-side Armrests
- Retractable Seat Belts

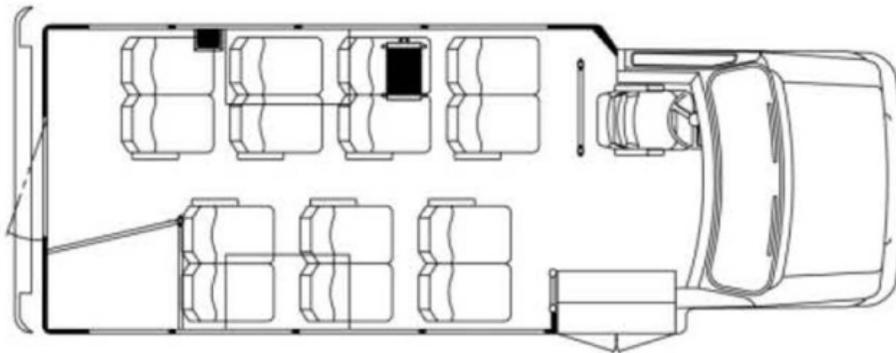
### **MISCELLANEOUS**

- Safety Equipment: Fire Extinguisher, First Aid Kit, Reflector Triangles
- Safety Inspection (Illinois only)
- Stainless Steel Wheel Inserts w/ Rear Valve Stem Extenders for Ease in Checking Tire Pressure
- Vehicle Height Sticker – above Driver's Area

### **STORAGE**

- Overhead Parcel Bins w/ Reading Lamps

## LAYOUT - TYPICAL



### 3. **WARRANTY**

A description of all applicable warranties as well as copies of said warranties shall be submitted with the bid. These shall include, but may not be limited to chassis 36 month/ 36,000 mile bumper-to-bumper with 60 month / 60,000 mile powertrain (engine/transmission/differential), lift minimum of 3 years labor / 5 years parts, air conditioning system unlimited 2 years on rear AC, body warranty a minimum of 12 months / 12,000 miles with structural warranty minimum of 60 months / 100,000 mile, etc.

### 4. **ADDITIONAL REQUIREMENTS**

- a. New Municipal License Plates and Title Transfer
- b. Delivery to 23729 W. Ottawa Street, Plainfield, IL 60544 (815) 254-6180 on or before **October 1, 2017**.
- c. Vehicle shall meet or exceed all State and federal regulations in effect at time of Manufacturing including ADA (Americans with Disabilities Act) requirements as they pertain to the type of vehicle being requested.
- d. Bidder/manufacturer shall certify that vehicle being bid does not exceed the maximum GVWR when loaded per the requirements of the chassis manufacturer .
- e. Bidder shall submit proposed floor plan with bid.
- f. Bidder shall submit product catalogues on the vehicle being proposed as well as on the lift, air conditioning system, and other pertinent equipment.
- g. Each bus shall be delivered with a complete parts catalogue, service manual, and operator's manual on the body and associated equipment. These are to be in digital form.
- h. Bidder shall certify that the vehicle being bid is built within the guidelines of the chassis manufacturer and that bus manufacturer does have a certificate from Ford Motor Company stating that the bus manufacturer has a "Fully Meets" status pertaining to the minimum requirements of the "Transit Bus Quality Program." A copy of this certificate must be submitted with the bid.

5. **VEHICLE TRADE IN**  
Year/Make/Model: 2003 Ford E-450 Bus  
VIN : 1FDXE45F13HB84967  
Mileage: 135,871

**Please contact Jennifer Rooks-Lopez (815)254-6180 to arrange for an inspection of the vehicle.**



**END SECTION**