

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
MARCH 13, 2012 AGENDA

| SUBJECT: | TYPE: | SUBMITTED BY: |
|---|--|--|
| Bid: Purchase of Replacement Vehicles and Equipment | Resolution Ordinance ✓ Motion Discussion Only | Nan Newlon, P.E. Director of Public Works |

SYNOPSIS

A motion is requested to authorize the purchase of 11 vehicles and pieces of equipment in the total amount of \$503,996.95.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 include *Exceptional Municipal Services*.

FISCAL IMPACT

The adopted FY12 budget includes \$528,000 in the Equipment Replacement Fund for the purchase of these 11 replacement vehicles and equipment. This recommended purchase is \$503,996.95. The natural gas powered vehicle is eligible for a \$4,000 rebate through the Illinois Environmental Protection Agency's Alternative Fuel Rebate Program.

RECOMMENDATION

Approval on the March 13, 2012 consent agenda

BACKGROUND

The 2012 vehicle replacement schedule provides for the replacement of 15 vehicles and pieces of equipment. The table below shows the 11 vehicles that staff is currently recommending for purchase.

| Quantity | Type of Vehicle | Make and Model | Dealer | Price |
|----------|---------------------------------------|-------------------------|---|-------------|
| 1 | Natural Gas Powered Snow Plow Truck | 2013 Freightliner M2 | TransChicago Truck Group of Elmhurst, Illinois | \$212,792 |
| 4 | Hybrid Four Door Sedans | 2012 Ford Fusion Hybrid | Morrow Brothers Ford of Greenfield, Illinois | \$99,160 |
| 2 | E85 Two wheel drive utility vehicles | 2012 Chevrolet Tahoe | Miles Chevrolet of Decatur, Illinois | \$51,601.24 |
| 3 | E85 Four wheel drive utility vehicles | 2012 Chevrolet Tahoe | Miles Chevrolet of Decatur, Illinois | \$92,662.86 |
| 1 | Biodiesel Skid Steer Loader | 2012 John Deere 326D | West Side Tractor Sales of Naperville, Illinois | \$47,780.85 |

The Village's Fleet Team, consisting of representatives from the Village Manager's Office and Finance, Public Works, Police and Fire Departments have evaluated the need to replace the vehicles and pieces of equipment scheduled for this year. All Village vehicles and equipment are targeted for replacement according to useful lifecycle replacement criteria. These criteria include age, usage, condition, repair costs, fuel efficiency and environmental impact. The Fleet Team reviewed the vehicles scheduled to be replaced and determined that the criteria for replacement were met. Staff prepared additional information related to several of the proposed purchases, which is included as an attachment.

The purchase of 10 of the vehicles would be made through existing cooperative purchasing contracts, which is permissible based on the provisions of the Village Purchasing Policy. The Chevrolet Tahoe utility vehicles and Ford Fusion sedans would be purchased through State of Illinois Joint Purchase Contracts (PSD 4016025 and PSD 4016902, respectively) and the John Deere skid steer loader would be purchased through a Federal General Services Administration (GSA) Joint Purchase Contract (Federal Contract GS-30F-0013U).

A Call for Bids (CFB) was issued and published in February 2011 for the 5-ton snow plow truck in accordance with the Village's Purchasing Policy. The bids received are summarized in the following table:

| Natural Gas Powered 5-Ton Snow Plow Truck | |
|---|------------------|
| Vendor | Bid Price |
| TransChicago Truck Group, Elmhurst, IL | \$212,792 |
| TransChicago Truck Group, Elmhurst, IL (Alt. Bid) | \$204,810 |
| R.G. Smith Equipment Co., Des Plaines, IL | \$202,850 |

Based on a review of the bids, the lowest responsive and responsible bid meeting specifications was submitted by TransChicago Truck Group in the amount of \$212,792 and they were selected and awarded the contract for the truck in 2011. They provided the specified equipment within the agreed upon time frames and cost. The work progressed well and the equipment was well built and staff recommends extending the contract into 2012 with a 0% increase from the 2011 contract price. This vehicle would be replacing unit 272, which is a front-line snow plow truck used to provide snow and ice removal services.

ATTACHMENTS

- Additional Information on current vehicles and bids
- Contract Documents – TransChicago Truck Group
- Illinois Joint Purchasing Contract – PSD 4016902 Morrow Brothers Ford
- Illinois Joint Purchasing Contract – PSD 4016025 Miles Chevrolet
- Federal GSA Contract – GS-30F-0013U West Side Tractor Sales Company

Vehicle Replacement Criteria and Additional Bid Information

Vehicle Replacement Criteria

All Village vehicles and equipment are targeted for replacement according to a useful lifecycle replacement criteria guideline. The life expectancy of patrol cars is four years of service, the ambulance six years, and the 5-ton snow plow truck 15 years, for example, though additional criteria are considered when making the final replacement recommendation. These criteria include age, usage, condition, repair costs, fuel efficiency and environmental impact. The Fleet Team reviewed the vehicles scheduled to be replaced and determined that the criteria for replacement were met. The following table provides additional information regarding the vehicles scheduled to be replaced:

| Veh. # | Year | Make | Model | Mileage (Dec. 2011) | 2011 Repair Costs* | Life-to-Date Repair Costs | Repair Cost % in 2011 |
|---------------|-------------|-------------|----------------|------------------------------------|---------------------------|----------------------------------|------------------------------|
| 209 | 2002 | Bobcat | 873G | 2,060 (hours) | \$5,186.60 | \$ 63,760.37 | 8.1% |
| 272 | 1996 | Ford | LN8000 | 8,301 (hours) | \$5,153.50 | \$107,798.42 | 4.7% |
| 816 | 2004 | Chevrolet | Impala | 64,837 | \$422.93 | \$4,346.79 | 9.7% |
| 818 | 2004 | Chevrolet | Impala | 77,069 | \$1,507.27 | \$14,342.20 | 10.51% |
| 819 | 2004 | Chevrolet | Impala | 66,118 | \$1,885.28 | \$16,493.89 | 11.4% |
| 841 | 2007 | Ford | Explorer | 95,541 | \$1,802.28 | \$15,128.70 | 11.9% |
| 847 | 2007 | Chevrolet | Tahoe | 92,794 | \$5,557.11 | \$12,017.94 | 46.2% |
| 874 | 2009 | Ford | Crown Victoria | <i>Vehicle Totaled in Accident</i> | | | |
| 875 | 2009 | Ford | Crown Victoria | 88,109 | \$3,680.72 | \$11,533.68 | 31.9% |
| 886 | 2005 | Ford | Explorer | 74,715 | \$3,545.16 | \$30,619.89 | 11.5% |
| 930 | 2006 | Ford | E450 Ambulance | 5,279 (hours) | \$2,207.24 | \$16,491.27 | 13.3% |
| 863 | 2002 | Ford | Taurus | 42,841 | \$1,216.59 | \$7,319.22 | 16.6% |

* costs do not include routine maintenance

2012 Chevrolet Tahoe PPV Police Interceptor (2WD)

Miles Chevrolet has been awarded the State of Illinois contract # PSD4016025 2010 Police Package 2 WD Tahoe.

Base PRICE includes all the specified Standard Contract Equipment for only

\$23,856.00

| | | | |
|---------------------------------|----------------------------------|--------------------------------|------------------------|
| Police Pursuit Rated. | 5.3 V8 E85 Flex Fuel Engine | 6-Speed Automatic Transmission | Daytime Running Lamps. |
| Underbody Skid Plate | Center Console - Delete | P265/60/R17 Tires (5) | Power Steering |
| Anti-Lock Brakes w/ Hydro-Boost | HD Black Vinyl Floor Covering | 160 Amp Alternator | 26 Gallon Fuel Tank |
| Power Windows & Power Locks | Rear Window Defogger | Locking Rear Differential | Tinted Glass |
| Driver & Passenger Air Bags | Auxiliary Power Outlets Frt & RR | Intermittent Wipers | Air Conditioning |
| Side Curtain Air Bags | 730 CCA HD Battery | Cloth Front Bucket Seats | Cruise Control |
| L & R Side Mounted Assist Steps | LH Mounted 6" Spotlight | Vinyl Rear Split Bench Seat | Power Driver Seat |

Options

Save with the Police Pursuit Value package *

\$2288.00 On 2WD Model

* Includes all Standard equipment above plus the following options

\$ 988.00 On 4WD Model

| | | | |
|--------------------------------|--------------------------------|-------------------------------|-----------------------|
| Headlamp & Taillamp Flasher. | Heated Power OSRV Mirrors. | Traction Control w/ ESC. | Running Boards. |
| Night Saver Dome Light | Outside Temp Display & Compass | AM / FM Radio W/ CD | Keyless Entry (2) |
| Ignition Override Switch (LED) | Heavy Duty Radio Suppression | 100 Amp Power Outlets (2) | Tilt Wheel |
| High Capacity HD Radiator | Delete Daytime Running Lights | 140 MPH Certified Speedometer | Nitrogen Filled Tires |
| Heavy Duty Floor Mats (4) | Rear Window Wiper w/ Washer | Chrome Bolt-on Center Caps | Rear Heat & AC |
| Frame Mounted Tow Hooks | HD Engine Oil & Trans Cooler | High Speed Anti-Lift Wipers | In State Delivery |

AND / OR Order Options Separately
Contract Options

X Please Check Options Desired
Non Contract Options

| | | |
|-------------------------------------|--|-----------|
| <input checked="" type="checkbox"/> | Ignition Override Switch | \$ 160.00 |
| <input type="checkbox"/> | Engine Block Heater | \$ 63.00 |
| <input checked="" type="checkbox"/> | Dual Batteries | \$ 97.75 |
| <input checked="" type="checkbox"/> | Carpet | \$ 161.50 |
| <input checked="" type="checkbox"/> | Disable Rear Door Handles | \$ 55.00 |
| <input checked="" type="checkbox"/> | Disable Rear Door Locks | \$ 55.00 |
| <input checked="" type="checkbox"/> | Horn & Siren Circuit Wiring | \$ 30.60 |
| <input checked="" type="checkbox"/> | Headlamp & Taillamp Flasher | \$ 338.00 |
| <input type="checkbox"/> | Extra Key (each) | \$ 40.50 |
| <input type="checkbox"/> | Remote Keyless Package (6) | \$ 63.75 |
| <input checked="" type="checkbox"/> | Vehicles Keyed Alike | \$ 21.25 |
| <input type="checkbox"/> | Cargo Cover | \$ 59.99 |
| <input type="checkbox"/> | Delivery | \$ 275.00 |
| <input type="checkbox"/> | Undercover Package* | |
| | *Wheel Covers / Body-Side Mldgs Nameplates (3) / Delete Spotlight | \$ 575.96 |

| | | |
|-------------------------------------|---|-------------------|
| > | 4 WHEEL DRIVE with HD Trailering Pkg | \$ 5449.00 |
| <input checked="" type="checkbox"/> | Push Bumper | \$ 399.59 |
| <input checked="" type="checkbox"/> | Night Saver Dome Light | \$ 129.93 |
| <input type="checkbox"/> | Full Length Running Boards | \$ 396.00 |
| <input type="checkbox"/> | Heated Power OSRV Mirrors | \$ 183.71 |
| <input type="checkbox"/> | HD Rubber Floor Mats (4) | \$ 99.89 |
| <input type="checkbox"/> | Splash Guards (Molded Front & Rear) | \$ 226.00 |
| <input type="checkbox"/> | Grille Lights & Speaker Wiring | \$ 102.00 |
| <input type="checkbox"/> | Delete Daytime Running Lamps | \$ 1.00 |
| <input type="checkbox"/> | Wheel Covers(2WD) / Aluminum Wheels (4WD) | \$ 425.96 |
| <input type="checkbox"/> | Remote Start | \$ 195.00 |
| <input type="checkbox"/> | Keyless Entry (2) w/ 2 Keys | \$ 98.50 |
| <input type="checkbox"/> | Body Side Moldings | \$ 126.00 |
| <input type="checkbox"/> | Traction Control w/ ESC | \$ 362.00 |
| <input type="checkbox"/> | K-9 Package | \$ 4580.00 |
| <input type="checkbox"/> | Light & Siren Package - Installed | \$ 4495.00 |

*** Exterior Colors Available ***

| | |
|---|---|
| <input checked="" type="checkbox"/> Black | <input type="checkbox"/> Silver |
| <input type="checkbox"/> White | <input type="checkbox"/> Mocha Steel |
| <input type="checkbox"/> Gold | <input type="checkbox"/> Victory Red ** |

** Call for Two Tone or Special Color Options & charges.

Interior

| | |
|---|-----------------------------------|
| <input checked="" type="checkbox"/> Ebony | <input type="checkbox"/> Cashmere |
|---|-----------------------------------|

BILL / SHIP TO:

City, County or Village of: Village of Downers Grove Tax Exemption # E9997-4479-06
 Address: 801 Burlington Ave City: Downers Grove State: IL Zip: 60515
 Contact Person: Larry Humphries Phone: 630-434-5950 Fax: 630-434-5498
 Per Vehicle Price w/ Options \$ 25,800.62 Quantity: 2 Total Order Amount: \$ 51,601.24

Tom Wene - Fleet Operations
(217) 872-2070 Fax (217) 872-2069

Miles Chevrolet 150 W Pershing Road Decatur, IL 62526
EMAIL twene@mileschevrolet.com

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Tom Wene - Fleet Operations
(217) 872-2070 Fax (217) 872-2069

Miles Chevrolet 150 W Pershing Road Decatur, IL 62526
EMAIL twene@mileschevrolet.com

**STATE OF ILLINOIS JOINT PURCHASE
CONTRACT # 4016902
2012 FORD FUSION HYBRID**

ORDERING AGENCY: Village of Downers Grove

CONTACT PERSON: Larry Humphries CELL #

FORD FLEET # Q4579 PURCHASE ORDER#

QUANTITY 4 COST EACH \$ 24,790.00

ADDRESS: 801 Burlington Ave

CITY: Downers Grove IL

ZIP: 60515 TAX EXEMPT #: E9997-4479-06

PHONE: 630-434-5950 FAX: 630-434-5498

TOTAL ORDER COST \$ 99,160.00

PLEASE MAIL ORDER TO:
Morrow Bros. Ford INC.
RR 2 BOX 120
GREENFIELD, IL 62044

CONTACT INFORMATION:
Richie M. Wellenkamp
r-wellen@dealeremail.com
FAX: 1-217-368-3517

PLEASE SUMMIT THIS FORM WITH YOUR ORDER

PAYMENT DUE UPON DELIVERY

2012 FORD FUSION HYBRID STANDARD EQUIPMENT

- ENGINE 2.5L I-4 HYBRID
- AUTOMATIC CVT TRANSMISSION
- 4 WHEEL ANTI-LOCK BRAKES
- AIR CONDITIONING
- REAR WINDOW DEFROSTER
- CRUISE CONTROL
- TILT STEERING
- POWER WINDOWS
- POWER LOCKS
- POWER MIRRORS
- TINTED GLASS
- FRONT BUCKET SEATS, CLOTH
- CARPET FLOOR COVERING
- CENTER CONSOLE
- STABILITY CONTROL
- DUAL FRONT AIR BAGS
- SIDE IMPACT AIR BAGS
- CAPLESS FUEL FILLER
- REMOTE KEYLESS ENTRY
- ANTI-THEFT SYSTEM
- TIRE PRESSURE MONITORING SYSTEM
- AM/FM/CD STEREO
- DUAL 12V POWER POINTS
- INTERMITENT WINDSHIELD WIPERS

- FRONT WHEEL DRIVE FUSION HYBRID.....\$24,790.00
- FRONT WHEEL DRIVE FUSION 2.5L I-4.....\$16,690.00
- FRONT WHEEL DRIVE FUSION 3.0L V-6.....\$19,690.00
- ALL WHEEL DRIVE FUSION 3.0L V-6.....\$22,490.00
- NEW LICENSE/TITLE/TRP/DOCUMENTATION.....\$149.00
- DELIVERY SINGLE UNIT.....\$275.00
- DELIVERY MULTIPLE UNITS.....EACH.....\$225.00

2012 FORD FUSION OPTIONS

- ALL WEATHER FLOOR MATS.....\$90.00
- DAYTIME RUNNING LIGHTS.....\$55.00
- ENGINE BLOCK HEATER.....\$35.00
- REMOTE START SYSTEM.....\$585.00
- SPLASH GUARD.....\$195.00
- RUST PROOF/UNDERCOATING.....\$590.00
- FIRE EXTINGUISHER W/MOUNT.....\$170.00
- BACK UP ALARM, INSTALLED.....\$90.00
- SERVICE MANUAL.....\$275.00
- FIRST AID KIT.....\$55.00

SAFETY LIGHTING

INCLUDES ALL PARTS, LABOR, AND INSTALLATION

- DRIVERS SIDE SPOTLIGHT.....\$295.00
- DRIVERS SIDE LED SPOTLIGHT.....\$495.00
-2000 LUMENS; 124,000 CANDELAS; 5 YEAR WARRANTY
- WHELEN HAND HELD SPOT/WORK LIGHT.....\$240.00
- WHELEN 4 CORNER STROBE KIT (2) FRONT (2) REAR.....\$595.00
- WHELEN 4 CORNER LED VERTEX KIT.....\$635.00
- WHELEN LED TRAFFIC ADVISOR.....\$785.00
- WHELEN JUSTICE FULL WIDTH LED LIGHT BAR.....\$1,980.00

2012 FORD FUSION COLOR OPTIONS

- HT (4 CYL, V-6, AWD V-6).....CINNAMON
- ~~JY~~ (HYBRID).....GINGER ALE
- SZ (V-6, AWD V-6).....BLUE FLAME
- *RZ (4CYL, V-6, AWD V-6, HYBRID).....RED CANDY METALLIC TINTED
- ~~UA~~ (4 CYL, V-6, AWD V-6, HYBRID).....BLACK
- UJ (V-6, AWD V-6, HYBRID).....STERLING GREY METALLIC
- ~~UN~~ (V-6, AWD V-6, HYBRID).....STEEL BLUE METALLIC
- ~~UX~~ (4 CYL, V-6, AWD V-6, HYBRID).....IGNOT SILVER METALLIC
- WS (4 CYL, V-6, AWD V-6, HYBRID).....WHITE SUEDE
- *UG (V-6, AWD V-6, HYBRID).....WHITE PLATINUM METALLIC TRI-COAT
- *SPECIAL PAINT CHARGE.....\$495.00



Village of Downers Grove
Attn: Larry Humphries
700 Curtiss Street
Downers Grove, IL 60515

February 21, 2012

West Side Tractor Sales is pleased to quote the following for your consideration:

John Deere 326D Skid Steer Loader

- John Deere PowerTech E 5030HT Engine, EPA Interim Tier 4
• E-H Joystick Controls with Attachment Control & E-H Performance Package
• 12X16.5 10 PR SKS Extra-Wall Tires
• High Flow Hydraulics and Hydraulic Self-Leveling
• 2" Seat Belt with Shoulder Harness
• Cab Enclosure with Heat, Defrost, and Air-Conditioning
• Power Quick-Tatch
• Mechanical Suspension Seat (Vinyl)
• Horn & Backup Alarm
• Standard Fan Drive
• Rear View Mirror (Interior Cab Mount)
• 72" Construction Bucket with Bolt-On-Cutting Edge
• Spare Tire (12X16.5 10 PR SKS Extra-Wall) and Wheel
• 1 Year Factory Warranty

John Deere 326D List Price: \$52,233.00

Additional Attachments (List Price)

Worksite Pro BL8B Snow/ Utility Blade: \$3,600.00
Worksite Pro GS78 Scrap/ Grapple Bucket: \$4,296.00

Total List Price (Including Attachments): \$60,129.00
GSA Contract No. GS-30F-0013U Discount (26%): \$15,633.54
Equipment Delivery, Training, & Shop Pre-Delivery Inspection Fee (7%): \$3,114.22
Village of Downers Grove Purchase Price: \$47,609.68



John Deere 326D Quote Continued.....

***GSA Discount is 26.00%**

***Per GSA Contract No. GS-30F-0013U, a 7% fee will to be added to the total sale price for delivery, equipment training, and pre-delivery inspection.**

Thank you for considering West Side Tractor Sales,

Beau Slavens
Sales Representative
630-631-2464

COPY

218,792
212,792
6000
TRADE



CALL FOR BIDS

I Name of Company Bidding: TRANS CHICAGO TRUCK GROUP

II. Instructions and Specifications:

A. Bid No.: CFB-0-3-2011/TT

B. For: SINGLE AXLE COMBINATION DUMP TRUCK

C. Bid Opening Date/Time: **February 8, 2011, 2:00 p.m.**

**Village Hall 801 Burlington Ave.
Downers Grove, IL. 60515**

D. Pre-Bid Conference Date/Time: N/A

III. Required of All Bidders:

A. Bid Deposit: N/A

B. Letter of Capability of Acquiring Performance Bond: NO

IV. Required of Awarded Contractor(s)

A. Performance Bond or Letter of Credit: NO

B. Certificate of Insurance: **Required**

Legal Advertisement Published: January 25, 2011

Date Issued: January 25, 2011

This document comprises 49 pages

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

CALL FOR BIDS

Bid No.: CFB-0-3-2011/TT

The VILLAGE OF DOWNERS GROVE will receive bids Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE BID IS DUE.

The Village Council reserves the right to accept or reject any and all bids, to waive technicalities and to accept or reject any item of any Bid.

The documents constituting component parts of this contract are the following:

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. BID/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Bidders MUST submit an original, and two (2) paper copies of the total Bid. Upon formal award of the Bid, the successful Bidder will receive a copy of the executed contract.

I. CALL FOR BIDS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to **February 8, 2011, 2:00 p.m.**
- 1.2 Bids must be received at the Village of Downers Grove by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.3 Bid forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids.
- 1.4 All bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting bid. Telephone, email and fax bids will not be accepted.
- 1.5 By submitting this bid, the bidder certifies under penalty of perjury that he has not acted in collusion with any other bidder or potential bidder.

2. PREPARATION OF BID

- 2.1 It is the responsibility of the bidder to carefully examine the specifications and bid documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of bids. The Village shall make all changes or interpretations of the specifications in a written addendum and shall provide an addendum to any bidder of record. Any and all changes to the specifications/plans are valid only if they are included by written addendum to all bidders. Each bidder must acknowledge receipt of any addenda by indicating on the Bid Proposal page. Each bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the bid therein. Failure to acknowledge any addenda may cause the bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
- 2.3 In case of error in the extension of prices in the bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.

2.4 All costs incurred in the preparation, submission, and/or presentation of any bid including any bidder's travel or personal expenses shall be the sole responsibility of the bidder and will not be reimbursed by the Village.

2.5 The bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. PRE-BID CONFERENCE

3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by bidders is strongly advised as this will be the last opportunity to ask questions concerning the bid.

3.2 For those unable to attend the meeting, questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in the section titled "Addenda".

4. SUBMISSION OF BID

4.1 In all cases, an original and duplicate copy of the sealed bids marked as indicated in Section 1 shall be directed to the Purchasing Department.

4.2 A bid deposit may be required, the amount of which shall be fixed by the Purchasing Manager but which shall not exceed ten percent (10%) of the estimated cost of the work or material to be furnished, nor be less than the sum of twenty-five dollars (\$25.00). Such bid deposit shall be in the form of a certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the bidder shall neglect or refuse to enter into a contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his/her bid and according to the plans and specifications in case the contract shall be awarded to him/her. Bids shall be opened at the hour and place mentioned in the notice.

5. MODIFICATION OR WITHDRAWAL OF BID

5.1 A bid that is in the possession of the Village may be altered by a letter bearing the signature or name of person authorized for submitting a bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a bid will not be accepted.

- 5.2 A bid that is in the possession of the Village may be withdrawn by the bidder, up to the time set for the bid opening, by a letter bearing the signature or name of person authorized for submitting bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) calendar days from the date set for the bid opening, unless otherwise specified.
- 5.3 Any bidder who does not submit a proposal is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting proposals or "No Bid Statement" may otherwise be removed from our bid mailing list.

6. REJECTION OF BIDS

- 6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for or irregularities of any kind shall be rejected as informal or insufficient bids otherwise acceptable which are not accompanied by the proper bid deposit and/or security shall also be rejected as informal or insufficient. The Village reserves the right to reject any or all bids and to waive technical errors as may be deemed best for the interest of the Village.

7. COMPETENCY OF BIDDER

- 7.1 No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The bidder, if requested, must present evidence to the Purchasing Assistant of ability and possession of necessary facilities, and financial resources to comply with the terms of the attached specifications and proposals. Evidence must be presented within three (3) business days.

8. DISQUALIFICATION OF BIDDERS

- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.
- 8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.
- 8.1.2 Evidence of collusion among Bidders.
- 8.1.3 Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
- 8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.
- 8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.
- 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.

8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.

8.1.8 Failure to submit a signed Bidder's Certificate stating the following:

8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and

8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;

8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract.

9. BASIS OF AWARD

9.1 The Village reserves the right to accept or reject any and all bids or to waive technicalities, or to accept or reject any item of any proposal unless the bidder includes a restrictive limitation.

9.2 The Village may award the contract on individual items within a particular group or upon the total group of items.

10. AWARD OF CONTRACT

10.1 The contract will be awarded to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Village, price and other factors considered. (lowest responsible bidder)

11. RETURN OF BID DEPOSIT

11.1 The bid deposit of all except the three (3) lowest responsive bidders on each contract will be returned within fifteen (15) calendar days after the opening of bids. The remaining bid deposits of each contract will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

12. FAILURE TO ENTER INTO CONTRACT

12.1 By submitting a bid, the bidder understands and agrees that, if his proposal is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

13. SECURITY FOR PERFORMANCE

13.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the bidder's proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's

Purchasing Manager. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each bidder shall submit with the bid proposal either a letter executed by its surety company indicating the bidder's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the bidder.**

14. TAX EXEMPTION

- 14.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Our federal identification number will also be provided to the selected vendor.

15. RESERVED RIGHTS

- 15.1 The Village of Downers Grove reserves the right to waive irregularities and informalities, sections to this contract and to accept any bid and to reject any and all bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of bid, however, will not be waived.

16. CATALOGS

- 16.1 Each bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the material and/or work he proposes to furnish.

17. TRADE NAMES/SUBSTITUTIONS

- 17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Bidders are invited to submit bids not only on named items but also on items that they propose for substitution of named items. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written bid.

Where two or more items are specified, the selection among those specified is the Contractor's option, or he may submit his bid on all such items. Detail specification sheets shall be provided by bidder for all substituted items.

II. TERMS AND CONDITIONS

18. VILLAGE ORDINANCES

- 18.1 The successful bidder will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

19. USE OF VILLAGE'S NAME

19.1 The bidder is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

20. INSPECTION

20.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Purchasing Manager as not in accordance with the terms of the contract specifications shall be replaced by the Awarded Contractor at no cost to the Village.

21. DELIVERIES

21.1 All materials shipped to the Village of Downers Grove must be shipped F.O.B. designated location, Downers Grove, Illinois.

22. SPECIAL HANDLING

22.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the bidder will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Bidder shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

23. COMPLIANCE WITH OSHA STANDARDS

23.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

24. CERCLA INDEMNIFICATION

24.1 The Awarded Bidder shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, *et seq.*, as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Bidder, both before and after its disposal.

25. BUY AMERICA

25.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

25.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

26. CAMPAIGN DISCLOSURE

26.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

26.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

26.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

26.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

27. BACKING PRECAUTIONS

27.1 Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village of Downers Grove by the Awarded Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.

28. OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS

28.1 The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village of Downers Grove roadway. Such movement will require obtaining a permit and permission from the Downers Grove Police Department.

29. COPYRIGHT/PATENT INFRINGEMENT

29.1 The bidder agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Bidder that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

30. INDEMNITY AND HOLD HARMLESS AGREEMENT

30.1 To the fullest extent permitted by law, the bidder shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the bidder, its employees, or its subcontractors, and the bidder, its employees, or its subcontractors, and the bidder shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the bidder shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Bidder to indemnify the Village for its own negligence. The bidder shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the bidder, its employees, or its Subcontractors.

31. NONDISCRIMINATION

31.1 Bidder shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this bid, the bidder certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this bid.
- (c) It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Bidder shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 68 ILL. Rev. Stat. Secs. 1-101 et seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

32. SEXUAL HARASSMENT POLICY

32.1 The bidder or supplier, as a party to a public contract, shall have a written sexual harassment policy that:

- 32.1.1 Notes the illegality of sexual harassment;
- 32.1.2 Sets forth the State law definition of sexual harassment;
- 32.1.3 Describes sexual harassment utilizing examples;
- 32.1.4 Describes the bidder's internal complaint process including penalties;
- 32.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and

32.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

33. EQUAL EMPLOYMENT OPPORTUNITY

- 33.1 In the event of the bidder's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the bidder may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract 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. During the performance of this contract, the bidder agrees as follows:
- 33.2 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 33.3 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 33.4 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 33.5 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the bidder's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the bidder in its efforts to comply with such Act and Rules and Regulations, the bidder will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 33.6 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

33.7 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

33.8 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the bidder will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

34. DRUG FREE WORK PLACE

Bidder, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

34.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or bidder's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

34.2 Establishing a drug free awareness program to inform employee's about: (1) the dangers of drug abuse in the workplace; (2) the Village's or bidder's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.

34.3 Providing a copy of the statement required by subparagraph .1 above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

34.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph .1 above from an employee or otherwise receiving actual notice of such conviction.

34.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

- 34.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 34.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- 35. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**
- 35.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Bidder agrees to comply with the Substance Abuse Prevention on Public Works Projects Act , 820 ILCS 265/1 *et seq* ,and further agrees that all of its subcontractors shall comply with such Act.. As required by the Act, Bidder agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.
- 36. PREVAILING WAGE ACT**
- 36.1 Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.
- 36.2 Bidder and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the bidder in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.
- 36.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, bidder agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 36.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors must submit certified payroll records to the Village on a monthly basis. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class B misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any

services rendered pursuant to this contract may be predicated upon receipt of said records.

36.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.

36.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

37. PATRIOT ACT COMPLIANCE

The bidder represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The bidder further represents and warrants to the Village that the bidder and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly; engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The bidder hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

38. INSURANCE REQUIREMENTS

38.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

| | | |
|----------------------|-------------|-----------------------|
| Workers Compensation | \$500,000 | Statutory |
| Employers Liability | \$1,000,000 | Each Accident |
| | \$1,000,000 | Disease Policy Limit |
| | \$1,000,000 | Disease Each Employee |

| | | |
|---------------------------------|--------------|--|
| Comprehensive General Liability | \$2,000,000 | Each Occurrence |
| | \$2,000,000 | Aggregate |
| | | <i>(Applicable on a Per Project Basis)</i> |
| Commercial Automobile Liability | \$1,000,000 | Each Accident |
| Professional Errors & Omissions | \$2,000,000 | Each Claim |
| (pursuant to section .9 below) | \$2,000,000 | Annual Aggregate |
| Umbrella Liability | \$ 5,000,000 | |

- 38.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis"
- 38.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 38.4 Workers Compensation coverage shall include a waiver of subrogation against the Village of Downers Grove.
- 38.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 38.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village of Downers Grove by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village of Downers Grove shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.
- 38.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers

licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village of Downers Grove may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village of Downers Grove, or terminate this Agreement pursuant to its terms.

38.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village of Downers Grove. Renewal certificates shall be provided to the Village of Downers Grove not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village of Downers Grove and shall provide satisfactory evidence of compliance with all insurance requirements. The Village of Downers Grove shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village of Downers Grove shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

38.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

38.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Municipality, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Municipality, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

39. SUBLETTING OF CONTRACT

39.1 No contract awarded by the Village of Downers Grove shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Awarded Bidder from his obligation or change the terms of the contract.

All approved sub-contracts shall contain language which incorporates the terms and conditions of this contract.

40. TERM OF CONTRACT

- 40.1 This contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions sections, supra.

41. TERMINATION OF CONTRACT

- 41.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Awarded Bidder, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village of Downers Grove.
- 41.2 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days` written notice to the Awarded Bidder, in the event of default by the Awarded Bidder. Default is defined as failure of the Awarded Bidder to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded Bidder fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Awarded Bidder shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Manager that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Awarded Bidder. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Awarded Bidder.

42. BILLING & PAYMENT PROCEDURES

- 42.1 Payment will be made upon receipt of an invoice referencing Village of Downers Grove purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village of Downers Grove payment schedule. The Village of Downers Grove will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the bidder within 60 days of receipt of a proper bill or invoice. If payment is not issued to the bidder within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 42.2 The Village of Downers Grove shall review in a timely manner each bill or invoice after its receipt. If the Village of Downers Grove determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the bidder requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

42.3 If this contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

42.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

43. RELATIONSHIP BETWEEN THE BIDDER AND THE VILLAGE

43.1 The relationship between the Village and the bidder is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

44. STANDARD OF CARE

44.1 Any services performed by bidder under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinions, and documents or otherwise.

44.2 If the bidder fails to meet the foregoing standard, bidder will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by bidder's failure to comply with the above standard and reported to bidder within one (1) year from the completion of bidder's services for the Project.

44.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by bidder during construction or equipment installation or the furnishing of Project representatives shall not make bidder responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; (iii) or for any construction contractor(s') failure to perform its work in accordance with contract documents.

45. SUCCESSORS AND ASSIGNS

45.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The bidder will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub-bidders.

46. WAIVER OF CONTRACT BREACH

46.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

47. CHANGE ORDERS

- 47.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.
- 47.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

48. SEVERABILITY OF INVALID PROVISIONS

- 48.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

49. GOVERNING LAW

- 49.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

50. NOTICE

- 50.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Bidder as specified on the Contract Form.

51. AMENDMENT

- 51.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

52. COOPERATION WITH FOIA COMPLIANCE

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act . 5 ILCS 140/1 et.seq.

III. DETAILED SPECIFICATIONS

ONE (1) NEW CURRENT MODEL SINGLE AXLE COMBINATION DUMP TRUCK

VEHICLE REQUIREMENTS: References, if any, to specific makes or models of equipment, accessories, or components are for the purpose of establishing minimum standards of performance, operation, maintenance, strength, efficiency, effectiveness, and life of the unit or its parts as required for the proposed application. Accessories or components equal to or exceeding the minimum standards of performance, operation, maintenance, strength, efficiency, effectiveness, and life shall be evaluated on merit and acceptability for the purposes of this bid.

LITERATURE/DATA: The Bidder must submit three (3) copies of each of the following informational items with the bid: (1) Detailed 3-view drawings of the proposed bodies and hydraulic systems; (2) Detailed descriptions (or manufacturer's literature) of all proposed equipment including cabs and chassis, bodies, plow hitch, hydraulic pumps, valves, etc.; (3) All available parts, operation, and service manuals shall have a single printed copy supplied with each delivered vehicle. Where manuals are available on CD, a single copy of the CD must be provided.

MEETINGS AND INSPECTIONS: A pre-build meeting must be held prior to the construction of the unit built on the order placed under this contract. This meeting must be held at the equipment installer's facility. Four (4) representatives from the Department of Public Works will attend this meeting. The expense of appropriate travel, lodging and meals for this meeting must be borne by the Contractor.

A pre-delivery inspection visit must be made prior to the shipment of the unit built on the order placed under this contract. Four (4) representatives from the Department of Public Works will attend this inspection. The expense of appropriate travel, lodging and meals for this inspection must be borne by the successful bidder.

For purpose of travel expenses, travel to and from the meetings by Downers Grove personnel must be by automobile up to a maximum of 60 road miles from the Public Works facility at 5101 Walnut Ave, Downers Grove, IL.

Final acceptance of each unit will be at the Village's Fleet Services Facility, 700 Curtiss St., Downers Grove, IL 60515. Acceptance of delivery is subject to Department of Public Works testing.

DELIVERY AND LIQUIDATED DAMAGES: Final delivery and acceptance shall be within 180 calendar days from the date that a valid purchase order is issued by the Village. The Village and the Contractor recognize that time and work quality is of the essence to this contract. They also recognize the delays, expense and difficulties involved in a legal proceeding. Instead, the Contractor shall be liable and shall pay the Village as liquidated damages the amount shown in the following schedule. The liquidated damage amount specified will accrue and be assessed

until final delivery and acceptance. The Village shall deduct these liquidated damages from any monies due or to become due to the Contractor for breach of this contract.

- 1) \$100 per day for failure to complete the work in the time frames required by this contract.

MEETS SPECS
(YES / NO)

1. ACCEPTABLE CHASSIS MAKES AND MODELS: The following listed makes and models shall be acceptable for the purpose of this bid. Other makes and models not listed shall also be acceptable, provided minimum specifications as described below are met or exceeded.

FREIGHTLINER M2 112 NG
PETERBILT 365 NG

| List make and model bid. | |
|--------------------------|----------|
| FREIGHTLINER | M2112 NG |
| (Make) | (Model) |

2. G.V.W.R.: Shall be 50,000 pounds minimum.
3. WHEELBASE: Manufacturer's standard to supply 109 inches cab to axle. State wheelbase with set back front axle:

| Wheelbase (in.) |
|-----------------|
| 191" |

4. FRAME: 120 KSI strength minimum with 11/32" full length C-channel inner frame reinforcement. 63" rear frame overhang and 24" integral front frame extension for plow installation. Huck-spin round collar chassis fasteners.
5. CAB: Aluminum cab with air cab mounts and bolt-on molded flexible fender extensions. Tilttable fiberglass hood with stationary grille and transverse access openings for fluid checks without having to tilt the hood, and chromed hood mounted air intake grille. Shall include painted composite exterior sun visor and LED amber marker lights. Exterior body grab handles on both sides with single rubber insert. Dual level cab entry steps on both sides.

6. ✓ **CAB COLOR:** Unit to be green. Upon award of bid and prior to placing the order, the vendor shall contact the Village of Downers Grove for color selection from standard color chart.

7. ✓ **ENGINE:** To be Cummins ISL G 320, in-line six (6) cylinder rated at 320 H.P. @ 2000 RPM and 1,000 ft./lbs. torque @ 1340 RPM minimum. Engine to be fully electronically controlled.

Please state engine manufacturer Cummins and model # ISL G 320K-P being bid.

Additional engine equipment shall include a 1,000 watt, 115 volt block heater, coolant filter/conditioner (filter only if equipped with extended life antifreeze), fuel filter/heater/water separator, air filter restriction gauge, engine warning and shutdown system for low oil pressure, low coolant level and high coolant temperature. Chrome engine heater receptacle mounted under left hand door.

8. ✓ **EXHAUST SYSTEM:** Aluminized or stainless steel exhaust system shall include a horizontal muffler and horizontal tailpipe exhaust mounted under the cab. The horizontal pipe shall be located and mounted to the right of the cab.

9. ✓ **RADIATOR:** Heavy-duty with 1,300 square inch area minimum. Silicone or Gates Blue Stripe hose package for cooling and heater system. Truck grill to be mounted stationary with radiator. "Permanent" type antifreeze shall be included in the cooling system for protection to -60 degrees Fahrenheit. All hose clamps to be constant torque type.

10. ✓ **TRANSMISSION:** Shall be Allison six (6) speed close ratio automatic model #3000RDS with the following features: constant drive P.T.O. for continuous duty operation, dash mounted oil temperature warning light, oil level sensor (read through shift selector), dash mounted push button shift selector. A factory installed coolant to oil style transmission cooler will be provided. *Shall be Allison Prognostics enabled to actively monitor transmission oil life, filter life and transmission health.*

11. ✓ **P.T.O.:** The transmission shall have the capability of mounting a constant mesh P.T.O. on either side of the transmission for continuous operation of a variable displacement hydraulic pump (as described elsewhere in these specifications). The pump shall be mounted directly to the P.T.O. P.T.O. to be Chelsea hotshift with direct din mount pump flange for ease of installation.

12. ✓ **STEERING:** Integral power type steering with greaseable drag link and tie rods including the smallest steering wheel available. Adjustable tilt and telescoping steering column. Please state turning radius to outer front tire (curb to curb):

| Turning Radius |
|------------------|
| 35.2' LEFT TURN |
| 30.1' RIGHT TURN |

13. ✓ AIR BRAKE SYSTEM: Full all wheel anti-lock brake system. Straight air, cam type, with 18.7 C.F.M. compressor minimum with internal safety valve.
14. ✓ AIR DRYING SYSTEM: Brake line air dryer with shield, heater and integral reservoir.
15. ✓ FRONT BRAKES: 16.5" x 6" cam type minimum with sealed air brake chambers and Haldex or Meritor automatic slack adjusters.
16. ✓ REAR BRAKES: 16.5" x 7" cam type minimum with Haldex or Meritor automatic slack adjusters. Brake dust shields to be included.
17. ✓ PARKING BRAKE: Spring applied park brake system.
18. ✓ FRONT AXLE: 20,000 lbs. minimum capacity Meritor or equal. Front axle wheel bearings to have wet oil seals. Front axle hubcaps are to be Chicago Rawhide or equal.
19. ✓ FRONT SUSPENSION: 20,000 lbs. capacity @ ground taper leaf suspension, minimum.
20. ✓ FRONT SHOCKS: Heavy-duty double acting.
21. ✓ REAR AXLE: 30,000 lbs. rear axle to be Meritor or equal capable of 75 miles per hour (MPH) in high range at maximum load. Driver controlled traction differential with synthetic 75W-90 rear axle lube.
22. ✓ REAR SUSPENSION: 30,000 lbs. flat leaf with helper and radius rod.
23. ✓ WHEELS: (Front) Accuride 29374A 22.5x12.25 10 hub pilot 4.75 inset 10-hand aluminum disc. Polished front wheels; outside only. (Rear) Accuride 28828 22.5x8.25 10 hub pilot 2-hand HD steel disc. (Spare) Accuride 29039 22.5x9 10-hub pilot 5.25 inset 5-hand steel disc.
24. ✓ FRONT TIRES: Continental HTC 425/65R22.5 20 ply radial tires. All tires to meet rated axle capacity.
25. ✓ REAR TIRES: Continental HDR1 11R22.5 14 ply radial tires. All tires to meet rated axle capacity.
26. ✓ SPARE TIRE/WHEEL: One (1) mounted on rim to match front tread.

27. ✓ **ELECTRICAL SYSTEM:** Heavy-duty 12 volt negative ground. All OEM and aftermarket wiring to be waterproof. Turn signals to be heavy duty self-canceling with heavy duty flashers.
28. ✓ **ALTERNATOR:** 12 volt 160 amp minimum internally regulated.
29. ✓ **BATTERY:** Four (4) Alliance Model 1031, Group 31, 12 volt maintenance free 3040 CCA threaded stud batteries. Single enclosed battery box to be mounted left side under the cab. Positive post for jumpstart.
30. ✓ **GAUGES:** Instrument panel to include direct read water, oil pressure, air, tachometer, transmission temperature, hour meter (oil pressure activated), air filter restrictor, and warning lights per Item 7 (engine warning and shut down system). Inside/outside temperature gauge with black bezel and LCD Fahrenheit display.
31. ✓ **WINDSHIELD & WINDOWS:** Tinted windshield and electric powered left and right hand windows. Lower right hand door window with Fresnel lens.
32. ✓ **MIRRORS:** Dual West Coast bright finish heated mirrors with left hand and right hand remote. 8" convex bright finish mounted under primary mirrors. Right hand down view mirror.
33. ✓ **HORN:** Dual electric horns and dual roof mounted 26 inch rectangular polished aluminum air horns.
34. ✓ **WINDSHIELD WIPERS:** Two speed electric with electric washers.
35. ✓ **CAB INTERIOR:** Cab to have molded plastic door panels with aluminum lower door kickplates and armrest mounted to each door. Forward roof mounted console with upper storage compartments without netting. No ash trays or lighter. There are to be two (2) interior sun visors for the windshield and two (2) dash mounted cup holders. A methane detection system is required with one (1) sensor in cab and one (1) in engine compartment. Cab shall be insulated and contain a dome light activated by the driver side door. Electric door locks shall also be included. Interior color to be chosen after bid award from manufacturer's standard color chart.
36. ✓ **SEATS/UPHOLSTERY:** Two (2) high back, black Mordura cloth covered front bucket seats shall be provided. Driver's side shall be high back air suspension with dual armrests and air lumbar support. Passenger side shall be high back solid mounted seat with dual armrests.
37. ✓ **CLIMATE CONTROL:** Heating, defrosting and air conditioning system to be the highest output available.

38. ✓ RADIO: AM/FM/WB radio CD player, iPod interface and USB and front auxiliary inputs with two speakers.

39. ✓ FUEL TANKS: Sixty (60) diesel gallon equivalent (DGE) compressed natural gas fuel tanks mounted back of cab. CNG Parker Hannifin type left hand filler receptacle with stainless steel tubing and synthetic rubber flexible fuel lines.

40. ✓ BUMPER, FRONT: Standard front bumper mounted to frame/plow hitch.

41. ✓ RUST PROOFING: Please list (in years) the O.E.M. (chassis cab) manufacturer warranty against corrosion or rust through: _____.

42. ✓ STATE SAFETY INSPECTED: Vehicle shall be state inspected prior to delivery.

43. ✓ MANUALS AND LINE SHEET: A line sheet and one of each of the following manuals shall be supplied at the time of delivery:

- Vehicle Chassis and Engine – Parts and Service Manual
- Body and Hoist – Parts and Service Manual
- Plow Hitch – Parts and Service Manual
- Hydraulic System – Parts and Service Manual

44. ✓ LICENSE PLATES: Bidder is to order Illinois municipal (“M”) license plates, registration, and Illinois title for the vehicle. A temporary license plate is to be applied per Illinois law prior to delivery.

Title, registration to be as follows:

Village of Downers Grove
Attention: Finance Department
801 Burlington Ave.
Downers Grove, IL 60515

45. ✓ SAFETY EQUIPMENT: Triangle road flare kit and five pound ABC dry chemical fire extinguisher.

46. ✓ GENERAL HYDRAULIC SYSTEM SPECIFICATIONS: This specification shall describe a FORCE AMERICA SSC6100 CAN BUS load sensing hydraulic system with ground-speed orientation. This package shall include controls for the spreader, plow, dump body and lighting systems, with a single electric joystick controlling the plow and hoist functions.

47. HYDRAULIC RESERVOIR: The system shall have a chassis-mount thirty-five (35) gallon hydraulic reservoir constructed of 304 stainless steel internally baffled and which integrates control valves, filter/breather cap, oil, level sight gauge, magnetic drain plug, and return line filter. Mounting bracket is to be designed and supplied by the reservoir supplier. Mounting system should allow for a one inch (1") frame clearance for frame obstructions. Shall be mounted in a manner as to not transmit any truck torsional loads through the tank. The enclosure will use gasketless passive technology with the lid removable by one person without the use of tools. All valve fittings, hose ends, filter; filler breather, sending units and any electrical connections are to be protected by enclosure cover. The reservoir supplier will provide all valve fittings (AN or JIC connections) and plumb the return line from the valve to the filter. The cover will protect from both road and pressure washer spray and will be constructed of 304 stainless steel. The use of bulkhead fittings is not permitted. The directional control valve must be easily accessible from all six (6) sides without the use of tools. Hose exit and entrance must allow for components to be mounted adjacent to the enclosure. A two-inch (2") full flow brass ball valve shall be plumbed at the suction port of the tank. There shall be a 12 VDC low oil sending unit in the reservoir that will be wired to a warning light mounted in the cab in a position that is convenient position for the driver to see. The sending unit shall also be wired to a "Low Oil Shutdown" switch. This switch shall be equipped with a momentary manual override. The valve/tank assembly shall be a FORCE AMERICA MODEL VT-35-B.
48. HYDRAULIC PUMP: The hydraulic pump shall be a cast iron piston pump, pressure and flow compensated load-sensing type. It shall be rated for 4,800 P.S.I. and be 5.6 CIR. The pump shall direct mount to the constant mesh PTO via a din mount. It shall be plumbed with a two inch steel ball valve shall be at the outlet of the pump. The pump shall have a 2" suction port, and have a rear facing compensator for ease of installation and servicing. The pump shall be a FORCE AMERICA TXV92.
49. HYDRAULIC VALVES: The hydraulic valve shall be of modular manifold design. Each hydraulic function requires an individual manifold stacked together to form the manifold base. The hydraulic control valves shall be pulse-width modulated, proportionally controlled. Each hydraulic valve segment shall be individually mounted to the manifold base assembly and be serviceable without removing any hydraulic hoses or any other hydraulic valve segments. All segments shall have heavy-duty continuous duty coils and connections shall be with Hirshman connectors. All coils shall operate at 12 VDC and require a maximum of 1400 milliamps. Spinner and pre-wet shall be controlled by a single manifold design. Spinner and pre-wet manifold shall control flow up to 14GPM and shall be rated for 3000 PSI, with screw-style manual over-rides. Individual conveyor manifold shall control flow up to 14GPM and shall be rated for 3000 PSI, with screw-style manual over-

rides. Valve sections must have adjustable stroke limiter flow controls for each function. Valve segments shall be FORCE AMERICA ADD-A-FOLD and be arranged as follows:

1. Hoist, Double Acting – 40 GPM.
2. Plow Lift, Double Acting, No Float – 21 GPM.
3. Plow Angle, Double Acting – 21 GPM.
4. Spinner, pressure compensated 7 GPM
5. Pre-wet, pressure compensated 14 GPM.
6. Auger, pressure compensated 14 GPM

50. ✓ HYDRAULIC HOSES: All hydraulic lines and plumbing shall be properly sized and rated (4:1 safety factor minimum) for a particular location within the hydraulic system. This means that the tested burst P.S.I. shall be four times higher than the rated operating pressure of a specific hose. The suction line between the reservoir and pump shall be a minimum of two inch (2") I.D. and shall be secured on both ends via heavy duty banding straps. All pressure hoses, including signal sense to pump shall have swivel fittings on both ends. Hydraulic lines shall be routed to minimize interference with equipment and chassis components requiring periodic servicing. Support brackets, grommets, and tie wraps shall be provided where appropriate to protect lines from damage by abrasion, cutting or impact. Hoses shall not be routed near exhaust manifolds, pipes, bolts, sharp edges, and exhaust system to prevent wear, fatigue, or fire. All fittings to be AN or JIC. Stainless steel hydraulic tubes shall run from back of cab to rear of frame for auger, spinner and return circuits. Hydraulic tubes to have flared ends and proper AN or JIC fittings. Length of steel hydraulic tubes shall be at a maximum to eliminate as much of the rubber hosing as possible. All hydraulic hoses shall be wrapped in a protective canvas wrap for their entire length.

51. ✓ HYDRAULIC FILTRATION: Hydraulic oil filter shall be mounted in the reservoir. Hydraulic filter shall be a 16-micron absolute and rated for no less than sixty (60) GPM flow capacity. Filter shall include visual and electrical bypass indicators. High pressure filter to be 10 micron, double length and have #16 ports to be mounted on the pressure side of the pump. A warning light to indicate "Filter Bypass" shall be mounted in the cab and wired to the electrical indicator. Model shall be FORCE AMERICA HP171.

52. ✓ PRE-WET CONTROLS: Unit to be adjusted as gallons per ton. Display on control shall show gallons per ton and total gallons. While in the blast mode the liquid will be able to go to maximum trim, maximum rate, or a pre-set rate. Shall be able to choose in setup mode either gallons per ton or gallons per mile for the output. Low liquid indicator on screen. System shall be capable of closed loop operation.

53.

SALTING CONTROLS: Controls for all valve functions and electronic spreader control will be integrated into a single, self-contained control center. The control center shall be a padded armrest style that is ergonomically designed. Control center shall be modular in design for ease of installation and service, and wiring and connectors shall be keyed and color-coded throughout. All components must be durable for long life and trouble free operation.

The electronic controller shall be a fully proportional multi-stick controller to operate all cylinder functions. Multi-stick PWM driver electronics shall include as standard the capability to control at least 9 proportional outputs simultaneously. The control is available in a 3-stick or 4-stick configuration. Controls for spreader must be located on armrest at the operator's fingertips. There shall also be four auxiliary rocker switches available with an additional fifth switch being the main power switch for the spreader control. The switches shall be located between the joysticks and spreader control interface and each shall be rated for 15 amps continuous current minimum. Console options shall be capable of supplying full rated power to switch outputs when all four auxiliary switches are at full 15 amp load.

For ease of operation the multi-stick control shall include the following features: LED-backlit nomenclature for all joystick functions and a momentary push-button at the top of the hoist stick to provide hoist-interlock. The "Hoist" decal shall be illuminated amber while disabled, and change to green backlighting when the driver engages the hoist interlock button. The green "Hoist" LEDs shall remain illuminated while the hoist is under operation and shall time-out after a period of hoist inactivity that is selectable from 0 to 15 seconds.

The plow or other joysticks shall have the option to include a momentary pushbutton for activation of remote spreader standby, remote spreader blast, or electric joystick interlock. The multi-stick communication hardware/software shall include 4 integral float options. The use of add-on float modules is unacceptable. For flexibility of use the integral float programming shall have the following standard features:

- (4) axis functional float on any or all of the outputs with selectable forward/back, right/left functionality
- 3-way or 4-way functionality
- Selectable (3) second float delay timer
- Optional float enable switch inputs.
- When float output for a given joystick function is active, the LED-backlit nomenclature shall blink ON/OFF to provide visual feedback to the operator that the float function is engaged.

To ensure longevity of performance all lighting to be solid-state LED technology. The use of incandescent lamps or EL backlighting is unacceptable.

All function joysticks shall be of contact-less Hall-effect design and offer up to a 5-Million cycle life. The use of potentiometers is unacceptable. To increase safety of operation, joystick communication hardware/software shall include the following standard features:

- Input power monitor circuitry with power quality diagnostics,
- Redundant dual-reference joystick signals for each joystick axis
- Joystick input off-center checking on all axes and output shutdown on system power-up
- Joystick out-of-range fault condition checking and output shutdown
- True outputs off with joystick centered
- LED-backlit nomenclature shall illuminate and flash RED when any error condition exists and an audible alarm shall sound.
- LED-backlit nomenclature shall blink ON/OFF with increasing frequency as the corresponding function is increased in speed to give the operator visual feedback of each joystick output.

Multi-stick control shall communicate all joystick data over the spreader control CAN bus. For ease of service and diagnostics the multi-stick control shall have the following easily accessible through the spreader control calibration menus:

- Unique MIN/MAX adjustments for each joystick function (forward, back, left and right)
- On-screen output status indicator's for each PWM output
- Audible and visible output error status indicators with flashing error codes for each joystick function

The multi-stick control joystick outputs shall be communicated over the spreader control CAN bus to the Valve Module. Spreader control outputs and joystick control outputs shall be operated on the same Valve Module, or multiple modules as necessary.

The electronic spreader control shall be designed for precise, closed-loop control of granular and prewet liquid applications and operate on a CAN Bus protocol. The Central Processing Unit (CPU) shall have keyed and color coded connections to prevent incorrect installation. The CPU shall be mounted in the cab with visual access to diagnostic LED's. Mounting of the CPU unit outside of the cab is unacceptable. The unit shall have USB connectivity for file and data transfer, Ethernet connection, a J1939 communication port for connection to the vehicle bus, a second CAN bus communication port for spreader-only data use, a J1708 connection for a road and air temperature sensor, and a RS-232 connection for AVL communication. The CPU shall have on-board diagnostics, which provide

real-time status of CAN bus communication, processor activity, and power status. The CPU shall have a built-in audible alarm for diagnostic purposes. The CPU operating system shall NOT be Windows-based.

The spreader control interface shall have two, color-coded, continuous rotation encoders for granular and spinner control. These encoders shall have integrated push buttons for blast mode and stand-by. The controller shall have a third multifunction 4-way joystick that has an integrated rotary encoder and push button, that can be used for menu navigation, prewet liquid control, or an additional conveyor function. There shall be four, two-way soft keys included in the interface that are generically-labeled and user-configurable for different functions depending on the equipment needs. The controller shall also utilize iButton technology that is capable of using a Supervisor key to provide access to the calibration parameters without the access code. The entire operator interface shall be backlit and encased in flexible silicone material with wear-limiting coating applied to the base silicone material. The operator interface shall communicate on the spreader control system CAN bus.

The spreader control display shall be a remotely-mounted, 7" diagonal color TFT LCD, with a low-profile 16:9 widescreen format and minimum of 800X480 pixel resolution. LCD shall have variable LED backlighting. CCFL backlighting is unacceptable. The display shall include a scratch-resistant polycarbonate lens with anti-glare coating. A power status LED shall be immediately visible on the front of the display and shall report display diagnostics including loss of CAN communication. Display unit shall have a built-in audible alarm. To avoid driver distraction, the display shall have no integrated dials or pushbuttons and shall not be touch screen. LCD shall communicate on the spreader control system CAN bus.

The operator menus shall be color-coded to match the encoder knobs on the operator interface. The display shall be capable of displaying the following on-screen simultaneously: Granular material name, granular material set point and actual application rate including units of measure, prewet liquid name, prewet liquid set point and actual application rate including units of measure, spread width, road temperature, air temperature, material usage total, liquid usage total, vehicle speed, and current date and time. The operator shall have the option of selecting five data items to be displayed onscreen during operation. The display will also provide four warning light indicators for low oil level, body up, oil temp, and filter bypass. These warning lights are to be functional regardless of spreader operation or status.

The display must provide visual indication that the spreader control is connected to a compatible AVL device, if equipped. The spreader control shall warn operator if communication with the AVL device fails at power-up.

A proportional PWM driver and input module (Valve Module) shall be remotely-mounted inside the hydraulic valve enclosure for control of both spreader control and joystick control outputs. The entire Valve Module shall be of rugged design for the mobile environment, and must meet IP68 requirements for dust and water ingress. The Valve Module shall include a minimum of eight proportional PWM outputs with potted valve output connections. All outputs shall be protected against short-circuits. Outputs shall be current-compensated and have adjustable PWM frequency. There shall be a minimum of five switch-to-ground type inputs for monitoring hydraulic system inputs such as oil level, body up, Hi and Low filter bypass, and oil temperature warnings. A minimum of two switch-to-ground type pulse train inputs shall be included in the Valve Module for connection of feedback sensors such as auger feedback and prewet liquid flowmeter feedback. A keyed and color-coded connection shall be provided for CAN bus connection to the CPU module inside the cab. A second CAN bus connection must be provided for daisy-chaining of multiple Valve Modules within the valve enclosure. Diagnostic LED's shall be included for every input and output on the Valve Module, as well as a power status LED and CAN bus activity LED's. The Valve Module shall be potted. The Valve Module shall include a stainless steel legend plate with engraved text for easy cleaning and identification of Valve Module connections.

The integrated spreader control and joystick control system shall be equipped with a qualified ESTOP device that immediately disconnects battery power from all outputs. All spreader control and joystick-operated outputs shall immediately cease to function and the system display shall inform the operator that the ESTOP device has been activated. The ESTOP device must remove power from all output devices, while maintaining power to the display and CPU for diagnostic purposes. Resetting of the ESTOP device shall not result in spreader control and joystick-operated outputs returning to an ON state without operator acknowledgement.

The Control Center shall be a FORCE AMERICA PATROL COMMANDER MPJC ULTRA SERIES WITH A 6100 MODEL SPREADER CONTROL.

54. ✓ **ELECTRICAL WIRING:** All power for lighting shall be direct from starter relay, (factory) battery hot side through a 10 gauge red wire, coming through a grommet in the fire wall, then going to a continuing duty solenoid NAPA/ECHLIN ST-80. Solenoid to be mounted under dash close to factory fuse panel, solenoid to be activated only when key is on. All wiring to any electrical accessories shall be connected to a Cole Hersee fuse block, no. 46377-8. All electrical connections shall be soldered and heat-shrink sealed.
55. ✓ **VEHICLE LIGHTING SYSTEM:** Exclusive of OEM forward mounted head lights, all other lights are to be DOT approved LED lighting. Auxiliary plow head light kit shall be Truck-Lite universal snowplow lights with turn

signals and weatherproof connectors mounted to front hood as low as possible while still clearing plow in its fully raised position.

Truck is to be equipped with Whelen 400 Series LED amber warning/stop-turn/back-up lights with TIR3 side light head in stainless steel housing recessed in each rear corner post. Four red rear, two side mounted red rear reflectors, and two side mounted amber front reflectors. Includes a one piece sealed wiring harness.

56. ✓ VEHICLE WARNING LIGHT SYSTEM: ICC lights and reflectors to conform to FMVSS 108. Truck is to be equipped with two (2) Whelen 4-Lamp Micro 400MM LED mirror mounted light heads with West Coast mirror mount brackets. Truck to be equipped with Ecco Smart Alarm® model SA917 self-adjusting variable volume electronic back-up alarm.

Spreader lights shall be Truck-Lite LED model 81260, with Truck-Lite model 50310 wiring harness. Spreader lights shall be mounted at the rear of the dump body, one right and one left side of the body, and shall be activated by a switch on the main control console.

57. ✓ COMBINATION 304 STAINLESS STEEL DUMP BODY: To be combination cross memberless 10' long x 96" wide with a 6-8 yard capacity (HENDERSON MUNIBODY II as follows):

- Side height of 36 inches. Tailgate height of 48 inches. Head sheet height of 60 inches.
- One-piece sides and floor, which incorporates a 6-inch floor to side radius. The floor shall slope 22 degrees to the conveyor.
- Head sheet and one-piece sides shall be 7 gauge 304 Stainless Steel.
- 10 gauge 304 stainless steel boxed top rail, seamless and sloped inward.
- 4" wide sideboard pockets with removable 304 stainless steel sloped sideboards.
- 12³/₄" x 5", 7 gauge 304 stainless steel rear corner posts are tied into a 12" 7 gauge 304 Stainless Steel formed rear apron. Further reinforcement is provided by a 1/4" 304 Stainless Steel plate that helps prevent flexing in this critical area and strengthens the tailgate latch assembly.
- 304 stainless steel integral rear fenders shall be continuously welded and positioned over rear wheels of the truck.
- 22" x 84" 304 stainless steel inverted cab shield.
- A 304 stainless steel folding ladder shall be welded to the front street side of the body.
- Black quarter fenders constructed of polyethylene shall be mounted to the truck frame in front of rear wheels.
- 10" truck frame to body floor height.
- 7 gauge 304 stainless steel formed inner/10 gauge 304 stainless steel formed outer long sills.

- 3/16" AR400 (190,000 PSI yield, 200,000 PSI tensile strength, Brinnell Hardness of 400) conveyor floor.
- 2" diameter drive and idler shafts with 8 tooth cast iron sprockets. Drive sprockets are double keyed to shaft.
- Conveyor driven by a 25:1 planetary gear case and piston motor driving rear shaft.
- 28" wide main conveyor.
- A 3/16" AR400 steel conveyor cover must be supplied.
- Body integrated 304 Stainless Steel 15" spreader apron.
- Conveyor shall extend 12" beyond tailgate to prevent free flow of granular material.
- D667K pintle chain with 1/2" X 1 1/2" conveyor crossbars spaced on every link.
- A momentary switch which operates the conveyor shall be located on the right rear of the body.

304 STAINLESS STEEL SPINNER CHUTE ASSEMBLY

- Spinner assembly must be adjustable left to right, front to back, and up and down to assure accurate placement of material on spinner disc, to facilitate control of spread pattern.
- Front spinner baffle is adjustable for undercarriage protection.
- 20" diameter polyurethane spinner disc to have replaceable machined hubs.

SPINNER CHUTE ASSEMBLY

- Spinner hydraulic motor shall mount directly on top of spinner disc. Motor shall be enclosed in a removable, material shedding, protective cover.

TAILGATE

- 7 gauge 304 stainless steel tailgate sheet.
- Full perimeter 304 stainless steel boxing with all horizontal edges sloped outward.
- Shall have two (2) 10 gauge 304 stainless steel sloped horizontal braces that are flush with perimeter boxing.
- Flush mount, 304 stainless steel 1/2" flame cut pivots.
- Heavy duty offset hinge plates, 304 stainless steel 1" flame cut.
- 304 stainless steel 3/4" latch hooks with 304 stainless steel 3/8" latch plates.
- 1 1/4" Hot rolled upper pins, 304 stainless steel 1 1/4" lower pins.
- 7 gauge 304 Stainless Steel 12" x 26" rear feed gate operates perpendicular to floor.
- The lever-operated feedgate shall be adjustable in 1" increments. Two 1/4" diameter 304 stainless steel sliding guides are required for easy feed gate movement. The feed gate is positively locked into position with a stainless steel locator pin.
- Dual brake chamber air tailgate latches (one on each side,) with over center linkage. Pivot shafts include stainless steel bushings to eliminate seizing.

REAR HINGE ASSEMBLY

- 6" x 8" x 1/2" structural angle.
- 2" 303 Stainless Steel hinge pins connecting to 2 1/2" hinge blocks using replaceable greaseless composite bushings for a minimal pin-to-bushing clearance.

INTEGRAL PRE-WET RESERVOIRS

- Two (2) 75-gallon 304 stainless steel reservoirs with diameter cap are integrated into rear fenders of body.
- Replaceable screen line strainer.
- Corrosion resistant shut off valves.
- The reservoirs are angle formed to allow for mounting to the integral fenders of the combination dump/spreader body.
- Supplied with bulk tank fill quick couplings.
- All 304 stainless steel surfaces are to be unpainted and cleaned with an acid wash solution to remove carbon burning from the stainless steel welds.
- All non-304 Stainless Steel components painted aluminum.

58. ✓ BODY HOIST: Telescopic hoist mounted to a modular cradle that incorporates body props, body guides & greaseless composite hoist bushings. Single cylinder, trunnion mount (inverted cylinder not acceptable). N.T.E.A. class 80. 3 stage cylinder, 110" stroke, with a 5.5" diameter first stage. First stage double acting. Wear and corrosion resistant nitrided cylinder tubes. Minimum two-year cylinder warranty. Connecting pivots to have replaceable greaseless composite bushings. 5 degree oscillating cylinder collar.

59. ✓ PLOW HITCH: Shall be truck portion SCHMIDT WAUSAU TQC hitch or equal (HENKE UNIVERSAL QUICK HITCH/HENDERSON QUICK HITCH) with telescoping lift arm as follows:

- Heavy front frame hitch of modular design shall allow the cab hood to tilt forward a sufficient amount to provide engine access.
- Side plates will transmit plowing forces directly to the truck frame side rails and will custom fit the year, make and model of chassis.
- The side plates are custom fitted 5/8" steel plate of proper length and construction for heavy duty service and shall provide adequate clearance for steering mechanisms and suspension components.
- Side plate mounting angles or plates shall mount flush to the truck frame for maximum strength. Pipe spacers are not acceptable.
- The front sections of the hitch assembly: lift frame, center section and the lower push plate shall be braced with four (4) heavy duty 2" schedule 80 pipe braces fitted with cast steel end fittings. The braces shall be located to provide the proper support when the hitch is carrying the load of the plow.

- The lift frame vertical angles and top angle shall be 4" x 3" x 1/2" with #10 gauge gussets connecting the frame structure. In addition, four (4) ears of 1/2" x 3" material shall be welded to the top angle to accept the lift arm.
- The lift arm shall be constructed primarily of two (2) 1/2" x 3" flat bars formed to accept a top cover sheet of at least #10 gauge material 11 3/4" wide tapered to 4 1/2". A minimum of three additional spacers made of 1/2" material shall reinforce the primary side bars.
- The lift arm shall attach to the lift frame by means of two (2) 1" pins having at least 72,700 pounds of tensile strength.
- The main cylinder support shall be at least 6" x 4" x 1/2" angle gusseted and connected to two (2), 6" x 4" x 1/2" angles that will attach to the custom side plates. The top leg of the angle shall have two (2) 1/2" x 3" ears and a reinforcing bar to support the base end of the lift cylinder.
- Two bumper support angles shall be welded to the main angle and shall be at least 6" x 4" x 3/8". A front bumper shall be included and made of at least 8" of 11.5# car channel.
- The lower push plate main member will be a 10" @ 25# car channel reinforced with a 3" x 3" x 3/8" angle. Two additional angles of 5" x 3" 1/2" material shall be positioned to attach to the custom side plates.
- The four plow connecting ears shall have three equally spaced height attaching holes to accept 1 1/4" diameter hitch pins with handles. The ears shall be 1/2" x 3 1/2" and spaced on 30" push centers.
- The plow hoist cylinder shall be of premium grade and shall be a double acting 4" bore by 10" stroke.
- The piston rod is to be of steel construction treated with a nitro steel process.
- The ram sleeve or outer barrel will be such that the rod packing may be maintained or replaced as required. A positive stop must be incorporated that will help prevent mechanical pressure being applied to the packing when the rod is fully extended.
- The cylinder shall be capable of 14,137 pounds of thrust @ 2,000 p.s.i. and 16,000 pounds of bursting pressure @ 2,000 p.s.i. Minimum weight of the cylinder shall be 28 pounds. Port to be 3/8".

60. TWO-WAY RADIO: Shall be Kenwood model 8160-H UHF mobile radio including antenna and KES-3 external speaker mounted in customer designated location.

61. TRAINING: Two (2) hours of on-site operator training/equipment calibration and two (2) hours of mechanic training shall be provided.

62. CHASSIS AUTO LUBE: Truck to be equipped with an Interlube XGS lube system. This system can be supplied and installed by Midwest Lube Inc., 1035 Pauly Dr., Elk Grove Village, IL 60007. Both the truck supplier and the body and equipment supplier will work with Midwest Lube to assure the lubrication needs and number of grease points for their equipment are met. At

a minimum, the system shall lubricate the power steering cylinder, track rod ends, front and rear shackle pins, spring pins, front and rear brake cam shafts, balance beam bearings, drag link ball joint, gear lever linkage, accelerator cross shaft, pedal linkages, brake slack adjusters and tipping body hinges.

63. ✓ GPS/AVL EQUIPMENT: Install customer provided GPRS LMU4100 AVL system including plow up/down proximity switch, antenna and all other required vehicle equipment.
64. ✓ TRAILER HITCH: Truck to be equipped with 20 ton pintle hook on 3/4" plate with safety chain rings, electric brake controller and 7 pole trailer plug ("flat" pin style).

IV. BID/CONTRACT FORM

*****THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

| | |
|------------------------------------|--|
| BIDDER: | |
| TRANSCHICAGO Truck Group | Date: 2/4/11 |
| Company Name | ERIC JENSEN @ TRANSCHICAGO.COM |
| 776 N. YORK ROAD | Email Address |
| Street Address of Company | ERIC JENSEN |
| ELMHURST, IL 60126 | Contact Name (Print) |
| City, State, Zip | 630-341-9603 |
| 630-279-0600 | 24-Hour Telephone |
| Business Phone | R. A. VINE |
| 630-279-0603 | Signature of Officer, Partner or Sole Proprietor |
| Fax | R. A. VINE VICE PRES |
| | Print Name & Title |
| ATTEST: If a Corporation | |
| Signature of Corporation Secretary | |

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

IV. BID/CONTRACT FORM (Continued)

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals for the price below.

I (We) propose to complete the following project as more fully described in the specifications for the following:

| ONE (1) NEW CURRENT MODEL SINGLE AXLE COMBINATION DUMP TRUCK | | | |
|--|--|--------------------|-------------------|
| Unit Bid: | <u>2012</u> | <u>FRRIGHTLINE</u> | <u>M2112 NG</u> |
| | Year | Make | Model |
| | CASH PRICE: | | \$ <u>218,792</u> |
| | Less Trade-in offer (From Trade-in Bid Sheet): | | \$ <u>6,000</u> |
| | TOTAL NET BID: | | \$ <u>212,792</u> |

*AUTO TRUCK
1420 BREWSTER CREEK BLVD.
BARTLETT, IL 60103*

BRETT WISE (224) 567-1493

| | | | |
|--|------------|--|----|
| If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the Village must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of bid submittal. | | | |
| Will you be utilizing a subcontractor? | <u>YES</u> | | NO |
| If yes, have you included all required information with your bid submittal? | <u>YES</u> | | NO |

- OR -

| | |
|--|-----------|
| NO BID - Keep our company on your Bidders List | Signature |
| | Date |
| NO BID - Remove our company from your Bidders List | Signature |
| | Date |

**DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS
TRADE-IN BID SHEET**

The undersigned, having examined the specifications and all conditions affecting the vehicle proposed by the Village as a trade-in unit, offers the following values for the listed unit as trade-in credit toward the cash price of the new vehicle bid.

TRADE-IN UNIT

| Unit # | Year | Make | Model/Type | Cab Color | Miles as of 1/1/11 |
|-----------------|--------|-------------------|--------------|----------------------|--------------------|
| 270 | 1994 | Ford | LN8000 Dump | White | 76,912 |
| GVWR | Front | VIN # | Engine | Miscellaneous Equip. | |
| 34,700 | 12,000 | 1FDYR82E5RVA14665 | Diesel | Salt Spreader | |
| | Rear | | Transmission | | |
| | 22,700 | | Automatic | | |
| Trade-in Offer: | | | | \$ | \$ 6,000 |

Trade-in may be inspected by appointment only. Contact Larry Humphries, Fleet Services Manager, telephone 630/434-5950.

Trade-in offer accepted on this form only. Submit with the Vehicle Bid Sheet

TRANSCILABO Tech Group

Bidder's Firm Name



Signed Name & Title

776 N. YORK ROAD

Address

ERIC M. JENSEN

Print Name & Title

ELMHURST, IL 60126

City, State, Zip

630-341-9603

Phone Number

Date

MUNICIPAL REFERENCE LIST

Municipality: Village of Downers Grove
Address: 801 Burlington
Telephone # 630-634-5550
Contact Name Larry Humphreys

Municipality Downers Grove Sanitary District
Address: 2710 ~~CA~~ Curless St Downers Grove
Telephone # 630-675-4058
Contact Name Frank Furtak

Municipality: Metropolitan Water Reclamation District
Address: _____
Telephone # _____
Contact Name _____

Municipality: City of Chicago, Dept. of Fleet Mgt.
Address: 1685 North Throop Street Chicago, IL 60622
Telephone # 312-744-5228
Contact Name Kevin Campbell

Municipality: I.D.O.T. Bureau of Business Services
Address: 2300 S. Dirksen Parkway Springfield, IL 62764
Telephone # 317-782-7233
Contact Name Brad Siddens

Municipality: City of Elmhurst
Address: 209 N. York Street Elmhurst, IL 60126
Telephone # 630-~~4790~~ 530-3316
Contact Name _____

Municipality _____
Address: _____
Telephone # _____
Contact Name _____

Municipality _____
Address: _____
Telephone # _____
Contact Name _____

DETAIL EXCEPTIONS SHEET

EXCEPTIONS: Any exceptions must be clearly noted on the *Detail Exceptions Sheet(s)*. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material and services actually required. The Village reserves the right to accept or reject any or all exceptions.

DETAIL EXCEPTIONS SHEET MUST BE ENCLOSED WITH THE *BID/CONTRACT FORM*.

Bidder's exceptions are:

Item # _____

NO EXCEPTIONS

Item # _____

Item # _____

Item # _____

Item # _____

Item # _____

Item # _____

Item # _____



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: TRANS CHICAGO TRUCK GROUP
ADDRESS: 776 N. YORK ROAD
CITY: ELMHURST, IL
STATE: IL
ZIP: 60126
PHONE: 630-279-0600 FAX: 630-279-0603
TAX ID #(TIN): 36-3198663

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Medical Corporation
- Charitable/Nonprofit
- Limited Liability Company -Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Government Agency

SIGNATURE: _____ DATE: _____

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to SINGLE AOLE Combination Dump Truck, bidder TRANSCHEMCO TRUCK hereby certifies
(Name of Project) (Name of Bidder)

the following:

1. Bidder is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS §12-105(A)(4);
3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Bidder in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Bidder certifies that bidder and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;
4. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
5. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment

BIDDER'S CERTIFICATION (page 2 of 3)

of all such taxes that are due, and Bidder is in compliance with the agreement.

BY: ERIC JENSEN

Bidder's Authorized Agent

36 - 3198663

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____

Social Security Number

Subscribed and sworn to before me
this 4th day of February
2011.

Janet D. Russell
Notary Public
OFFICIAL SEAL
JANET D. RUSSELL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-3-2014

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Bidder is a corporation organized and existing under the laws of the State of ILLINOIS
which operates under the Legal name of PATSON, Inc d/b/a TRANSCHEICAGO TRUCK GROUP
and the full names of its Officers are as follows:

President: P. D. CAUCE

Secretary: DP MCCARTHY

Treasurer: DP MCCARTHY

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

BIDDER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? yes

INSURER'S NAME Central Insurance Co.
AGENT Shepherd Insurance
Street Address 1200 W Carmel DR
City, State, Zip Code CARMEL, IN 46032
Telephone Number 317 846-5554

I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: PRATSON inc d/b/a TransChicago TRUCK Group
Print Name and Title of Authorizing Signature: DAVID P. McCARTHY
Signature: David P. McCarthy
Date: 2/4/11

Apprenticeship and Training Certification

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies)

Name of Bidder: PATON, Inc d/b/a Trax Chicago Truck Group

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the bid.**

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

Print Name and Title of Authorizing Signature: DAVID P. MCCARTHY
Signature: David P. McCarthy
Date: 2/4/11

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).

Certificate of Compliance

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature _____

Company Name _____

Title _____

Date _____

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____

Company Name _____

Title _____

Date _____

AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.

Note: The U.S/Canadian Free Trade Agreement does not supersede the Buy America requirement.

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.

Company Name: PATSON, INC d/b/a TRANS Chicago TRUCK Group

Address: 776 N YORK Rd

City: ELmhurst, IL Zip Code: 60126

Telephone: (630) 279-0600 Fax Number: (630) 279-0603

E-mail Address: ericjensen@Transchicago.com

Authorized Company Signature: David P. McCarthy

Print Signature Name: DAVID P. MCCARTHY Title of Official: Sec TRAS

Date: 2/4/11

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

David P. McCarthy ST
Signature

DAVID P. MCCARTHY
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

PROPOSAL

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AUTO TRUCK, INC

1420 BREWSTER CREEK BLVD. - BARTLETT, IL 60103

PHONE 630-860-5600 - FAX 630-860-5631

E-MAIL: sales@autotruck.com



1881
 Contact: LARRY HUMPHRIES
 VILLAGE OF DOWNERS GROVE
 700 CURTIS STREET
 DOWNERS GROVE, IL 60515

Quote No : 302541
 Quote Date : 2/3/2011
 Expire Date: 3/5/2011
 Sales Rep : 112
 Phone No : 630-434-5950
 Fax No : 630-434-5495

DOWNERS GROVE BID #: CFB-0-3-2011/TT SINGLE AXLE COMBINATION DUMP TRUCK

| | |
|---|-------------|
| FORCE AMERICA HYDRAULIC SYSTEM | AS PER SPEC |
| VEHICLE LIGHTING SYSTEM | AS PER SPEC |
| HENDERSON 304 STAINLESS STEEL DUMP BODY | AS PER SPEC |
| HENDERSON PLOW HITCH | AS PER SPEC |
| TWO-WAY RADIO | AS PER SPEC |
| TRAINING | AS PER SPEC |
| INSTALL CUSTOMER SUPPLIED GPS | AS PER SPEC |
| TRAILER HITCH | AS PER SPEC |

TOTAL PACKAGE \$ 71,513.00

*BREM WISE
 (224) 567-1493*

Submitted By: _____ Accepted By: _____ Date: _____

| | | |
|---------------------|-----------------------|--------------|
| Make : FREIGHTLINER | Wheelbase : 0 | VIN : |
| Model : M2 | Cab-Axle : 109 | Trans : AUTO |
| Year : 2011 | Body Paint: STAINLESS | Factory Ord: |

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