

General 630-407-6900

Maintenance 630-407-6920

Permitting 630-407-6900

Trails/Paths 630-407-6900

DIVISION OF TRANSPORTATION

630 407 6900 Tax: 630-407-6901 detroidupageco org

MEMORANDUM

TO:	Nick Kottmeyer, P.E., Chief Administrative Officer Jeffrey Martynowicz, Chief Financial Officer
FROM:	Christopher C. Snyder, P.E. Director of Transportation/County Engineer
DATE:	May 5, 2023
RE:	FY2023 and FY2024 Vehicle Replacements

Attached is the purchase requisition for two (2) vehicle replacements for the DuPage County Care Center. To meet the operational needs of this department, these vehicles have been requisitioned pursuant to FI-O-0056-22 and DT-R-0306B-22 approved by the County Board on October 25, 2022. These vehicles have been locally sourced and are available for immediate pick up. I am requesting your signature approvals for the Division of Transportation to process this purchase order for the FY2023 vehicle replacement.

Signature on File _Date: <u>5/5/77</u> _Date: <u>5/5/23</u> Approved Jeffrey Martynowicz Chief Financial Officer

Signature on File

Approved Nick Kottmeyer, P.E. Chief Administrative Officer

	Cost with Cost w/out Formatived Fort Rea Rol Vehicle	FY 2023 Estimated Cost	Est	Contraction of the local division of the loc	l' G	The second se	3-16	Proposed Medel	* Current Madei	Cornent-Make	Year	Unica	Rpl Yr	Department
CITED 2011 FOR E-250 Transit S 85,000 C 00,000 C 00,000 C		\$ 90,000,00	Ś	and the second s			\$	Transit	E-250	Ford	2011	CH-13	FY2024	Convalescent Center



Procurement Review Comprehensive Checklist Procurement Services Division

This form must accompany all Purchase Order Requisitions

	SECTION 1:	DESCRIPTION					
General Tracking		Contract Terms					
MINUTETRAQ ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$176,600.00				
COMMITTEE:	TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$176,600.00				
	CURRENT TERM TOTAL COST: \$176,600.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM				
Vendor Information		Department Information					
VENDOR: Midwest Transit Equipment, Inc.	VENDOR #: 41757	DEPT: DuPage County Care Center	DEPT CONTACT NAME: Vinit Patel				
VENDOR CONTACT: Thomas Boldwin	VENDOR CONTACT PHONE: 815-933-2412	DEPT CONTACT PHONE #: 784-4273	DEPT CONTACT EMAIL: vinit.patel@dupageco.org				
/ENDOR CONTACT EMAIL: com.boldwin@midwesttransit.com	VENDOR WEBSITE:	DEPT REQ #:					

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The DuPage County vehicle replacement policy requires that a vehicle be in service a minimum of 12 years or have a minimum of 150,000 miles, and/ or must be assessed by a mechanic prior to being considered for replacement. These vehicles have been taken out of service due to mechanics assessment.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

Each year as part of the budget process, the Division of Transportation will assess and recommend vehicles to be replaced for the upcoming fiscal year. Due to supply chain and reduced inventory, the County Board authorized the Division of Transportation to move forward with FY2023 and FY2024 vehicle replacement recommendations as soon as contract orders open.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an Item from the following dropdown menu to Identify why a Decision Memo (Section 3) is not required.

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required. OTHER THAN LOWEST RESPONSIBLE BID

SECTION 3: DECISION MEMO STRATEGIC IMPACT Select an Item from the following dropdown menu of County's strategic priorities that this action will most impact. FINANCIAL PLANNING SOURCE SELECTION Describe method used to select source. The Division of Transportation chose Midwest Transit Equipment, Inc.in accordance with the DuPage County Procurement Ordinance - Section 2-355 - Circumstances not suitable for bld (extreme supply chain Interruption) and DT-R-03068-22. Available cooperatives are no longer accepting new vehicle orders. The vehicles being replaced has been taken out of service due to condition and in the interest of user safety. The DOT contacted three (3) vendors for vehicle availability and pricing. Midwest Transit Equipment, Inc. had a vehicle available and competitively priced. RECOMMENDATION Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including AND status quo, (I.e., take no action). TWO 1. Award a contract to Midwest Transit Equipment, Inc. This is the recommended option as Friendly Ford has provided pricing ALTERNATIVES competitive to closed cooperatives and other area dealers. The vehicle is immediately available.

	SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products of services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

Send Pure	chase Order To:	Sen	d Involces To:	
Vendor:	Vendor#:	Dept:	Division:	
Midwest Transit Equipment, Inc.	41757	Division of Transportation	DOT Finance	
Attn:	Email:	Attn:	Email:	
Thomas Boldwin	tom.boldwin@midwesttransit.com		DOTFinance@dupageco.org	
Address:	City:	Address:	City:	
146 W. Issert Dr.	Kankakee	421 N. County Farm Road	Wheaton	
State;	Zlp:	State:	Zip:	
IL	60901	IL	60187	
Phone:	Fax:	Phone:	Fax:	
630-824-8686		630-407-6900	630-407-6901	
Send Pa	ayments To:		Ship to:	
Vendor:	Vendor#:	Dept:	Division:	
same as above		Division of Transportation	Fleet Maintenance	
Attn:	Email:	Attn: William Bell	Email: william.bell@dupageco.org	
Address:	City:	Address: 180 N. County Farm Road	City: Wheaton	
State:	Zip:	State: IL	Zip; 60187	
Phone:	Fax:	Phone: 630-407-6931	Fax :	
Shi	pping	Contract Dates		
ayment Terms:	FOB:	Contract Start Date (PO25):	Contract End Date (PO25):	
ER 50 ILCS 505/1	Destination	05/01	Nov 30, 2024	

					Purcha	se Requisi	tion Lir	e Details			
LN	Qty	UOM	ltem Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	2	EA		Ford Transit Wheel Chair Vans	FY23	1200	2040	54120		88,300.00	176,600.00
FYis	require	d, assure	the correct FY	is selected.						Requisition Total \$	176,600.00

	Comments
HEADER COMMENTS	Provide comments for P020 and P025. (2) Ford Transit Wheel Chair Vans for the DuPage County Care Center.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Vehicle Replacement Schedule FY2024 - (2) Ford Transit Vans
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Per Bill of Sale Email copy of PO to DOTFinance@dupageco.org; william.bell@dupageco.org; vinit.patel@dupageco.org
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: V-9

Vendor Ethics Disclosure Statement

RETAIL ORDER FOR A NEW MOTOR VEHICLE

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

PHONE NUMBER: 815-933-2412

PURCHASER: DUPAGE COUNTY 400 N. COUNTY FARM RD. WHEATON, IL 60167

CONTACT: BILL BELL

PHONE NUMBER: 630-921-0100

Please enter my order for the following vehicles:

TWO (2) 2023 FORD TRANSIT/FRV WHEELCHAIR VAN **8 PASSENGER/2 WHEELCHAIR**

ID #208267	VIN#	1FBAX2C82PKA37826
ID#208269	VIN#	1FBAX2C809KA37825

TOTAL PRICE

PRICE

\$ 88,300.00 EA.

\$176,600.00

DATE: MAY 1, 2023

Price includes all applicable fleet incentives and rebates. Price does not include any applicable license/title/registration fees Or taxes. These will be billed accordingly.

PAYMENT IS DUE AT TIME OF DELIVERY

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

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

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

ACCEPTED BY: DUPAGE COUNTY

ACCEPTED BY: MIDWEST TRANSIT EQUIPMENT INC.

Signature on File

PURCHASER'S SIGNATURE

HRISTOPHER SNYDER PRINT NAME

DIRECTOR

TITLE

SELLERS AUTHORIZED REPRESENTATIVE DATE

THOMAS BOLDWIN PRINT NAME

DIRECTOR OF GOVERNMENTAL SALES TITLE

RETAIL ORDER FOR A MOTOR VEHICLE, CONTINUED

MOTOR VEHICLES

ADDITIONAL TERMS AND CONDITIONS

- 1. As used in this order the Terms (a) "Seller" shall mean the Seller to whom this order is addressed and who shall become a party hereto by its acceptance hereof. (b) "Purchaser" shall mean the party executing this order as such on the face hereof, and (c) "Manufacturer" shall mean the corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this order and that reference to manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.
- 2. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchases by or shipped to Seller or being manufactured or sold in accordance with Seller's orders. Correspondingly, in the event of any such change by Manufacturer, Seller shall have no obligations to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered this order either before or subsequent to delivery thereof to Purchaser.
- 3. Seller shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Seller.
- 4. The price for the motor vehicle specified on the face of this order includes reinbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State, or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this order, regardless of which party may have primary tax liability therefore.
- 5. <u>FACTORY WARRANTY</u>: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

<u>USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY</u>: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY SELLER'S WARRANTY OR SERVICE CONTRACT IS FURNISHED BY SELLER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", <u>AND</u> THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 6. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
- 7. The purchaser, before or at the time of delivery of the motor vehicle covered by this order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this order.
- 8. The purchaser agrees to take possession of equipment and pay for them upon delivery of vehicle(s) as provided on front page within 10 days of notice that the equipment is ready for delivery.
- "New Motor Vehicle" is defined as a vehicle that has not been previously titled and with less than 500 miles at time of delivery to purchaser.

Signature on File

Terms and conditions read, understood and agreed to by

Signature , Date: 5/5/23 LARISTOPHER SNYDER

Printed Name DUPAGE COUNTY



VEHICLE REGISTRATION INFORMATION

Thank you for your purchase/lease of a vehicle(s) from Midwest Transit Equipment Inc. In order to accurately register/license/title your vehicle(s) we request the following information be provided.

NAME VEHICLE IS TO BE REGISTERED IN:	DUPAGE COUNT	Ϋ́
STREET ADDRESS TO BE USED:	400 N. COUNTY	FARM RD.
PO BOX OR SUITE NUMBER IF APPLICABLE		
	, STATE	ZIP 60187
PRINTED NAME OF PERSON COMPLETING SIGNATURE	THIS FORM: <u>LHEISTOPH</u>	102 SNYNDZ
TITLE DIRECTOR		
DATE:	PHONE NUMBER 630	-407-6900

Note: Providing accurate information is paramount to insure proper registration, license and titling. It is the purchaser's responsibility to provide Midwest Transit Equipment with any changes of the information provided above prior to vehicle delivery and registration. Failure to do so will result in additional fees to the purchaser in the event changes are needed after the registration process has been submitted to the State.

RETURN THIS FORM TO YOUR MIDWEST TRANSIT SALES REPRESENTATIVE.



CUSTOMER CASH PAYMENT AUTHORIZATION FORM

Revised 04/2005

CUSTOMER INFORMATION				
		INCEN	TIVE INFORM	ATION
DUPAGE COUNTY		Program Number	Dollar Amount	Costomer's Initial
First Name M.I. Last or Business Name	1.	MOBILITY	\$1,000.00	× lis
	2.	GPC	\$ 600.00	× 45
VEHICLE INFORMATION	3.			
	4.		-	
1FBAX2C80PKA37825 Vehicle Identification Number (VIN) Delivery Date	5.			
	6.			
CUSTOMED MUST SEL DOT 1 N				
CUSTOMER MUST SELECT ANI IMPORTANT	USIGN C	OPTION "A" OR	"B" BELOW	
Sucus satellite radio - For vehicles equipped with the satellite radio option	customer in	formation will be provi	ded to SIRIUS Satellit	o Padio for numero of
providing program benefits and activation services.			ded to birrios satellit	e Raulo for purposes of
"A" Dealer Assignment (Use this section to assign payment to the dealer.)	"B"]	Direct Payment to Custon	ner (Use this section to of	tain payment direct from
1. I acknowledge that I have taken delivery of the vehicle identified above.	Ford.)		
 2. I assign payment of the Customer Cash Incentive(s) to the selling dealer. 3. I acknowledge incentive(s) reflect as a reduction on the Bill of Sale or Lease. 	1. I a	cknowledge that I have del	ivery of the vehicle identi	ified above.
	2. Ple	ease mail check directly to	me.	
× Signature on File × 5/5/23				
Customer signature / Date	Custo	mer Signature		Date
I have read and understand the program rules and provisions and agree to comply with	1 have	read and understand the p	moren rules and provision	no and agree to an interview int

the requirements described therein. I certify that the above customer qualifies for

dealership for examination by Ford.

Authorized Dealership Signature

program incentive(s). Records supporting the validity of this claim are available in this

Date

I have read and understand the program rules and provisions and agree to comply with the requirements described therein. I certify that the above customer qualifies for program incentive(s). Records supporting the validity of this claim are available in this dealership for examination by Ford.

Authorized Dealership Signature

Date



CUSTOMER CASH PAYMENT AUTHORIZATION FORM

Revised 04/2005

CUSTOMER INFORMATION		INCEN'	TIVE INFORMA	ΓΙΟΝ
DUPAGE COUNTY		Program Number	Dollar Amount	Customer's Initial
First Name M.I. Last or Business Name	1.	MOBILITY	\$1,000.00	× us
	2.	GPC	\$ 600.00	×US
VEHICLE INFORMATION	3.			
1ER A V2C9201/ 402000	4.			
IFBAX2C82PKA37826 Vehicle Identification Number (VIN) Delivery Date	5.			
	6.			

CUSTOMER MUST SELECT AND SIGN OPTION "A" OR "B" BELOW IMPORTANT CUSTOMER NOTICE

SIRIUS Satellite Radio - For vehicles equipped with the satellite radio option, customer information will be provided to SIRIUS Satellite Radio for purposes of providing program benefits and activation services.

 "A" Dealer Assignment (Use this section to assign payment to the dealer.) 1. I acknowledge that I have taken delivery of the vehicle identified above. 2. I assign payment of the Customer Cash Incentive(s) to the selling dealer. 3. I acknowledge incentive(s) reflect as a reduction on the Bill of Sale or Lease. Signature on File 	 "B" Direct Payment to Customer (Use Ford.) 1. I acknowledge that I have delivery of 2. Please mail check directly to me.
Customer Signature $\frac{1}{2}$ $\frac{515/2.3}{Date}$ I have read and understand the program rules and provisions and agree to comply with the requirements described therein. I certify that the above customer qualifies for	Customer Signature I have read and understand the program r
program incentive(s). Records supporting the validity of this claim are available in this dealership for examination by Ford.	the requirements described therein. I cer program incentive(s). Records supportin dealership for examination by Ford.
Authorized Dealership Signature Date	Authorized Dealership Signature

 "B" Direct Payment to Customer (Use this section to obtain payment direct from Ford.) 1. I acknowledge that I have delivery of the vehicle identified above. 2. Please mail check directly to me. 	
have read and understand the program rules an he requirements described therein. I certify tha program incentive(s). Records supporting the vi- lealership for examination by Ford.	t the above customer qualifies for
Authorized Dealership Signature	Date

