

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
8/16/2016

SUBJECT:	SUBMITTED BY:
Purchase of Rescue Tools	James Jackson Fire Chief

SYNOPSIS

A motion is requested to authorize the purchase of hydraulic rescue tools from Equipment Management Company of Channahon, Illinois in an amount not to exceed \$30,945.

STRATEGIC PLAN ALIGNMENT

The goals for 2015-2017 include *Exceptional Municipal Services* and *Top Quality Infrastructure*.

FISCAL IMPACT

The FY16 budget includes \$25,500 in the Equipment Replacement Fund for the replacement of hydraulic rescue tools. Additional grant funding of \$10,000 will cover the remaining costs. The grant was awarded to the Village by Commonwealth Edison through the Powering Safe Communities program.

RECOMMENDATION

Approval on the August 16, 2016 consent agenda.

BACKGROUND

Replacement of hydraulic rescue tools has been allocated in the 2016 capital equipment replacement fund. The tools and equipment being replaced are at the end of their service life due to age and wear. These tools will be installed on the new rescue pumper that was approved on the March 15, 2016 Council meeting.

A committee performed extensive testing of available rescue tools and determined the Genesis hydraulic tools to best meet the needs of the department. Equipment Management Company is a sole source vendor for Genesis rescue equipment.

The Village has purchased various equipment from Equipment Management Company. They have proven to be reliable in terms of customer service and support.

ATTACHMENTS

Agreement
Sole Source Letter
Grant Award Letter



22824 West Winchester Dr
Channahon, IL 60410 USA

Order Date 07/15/16

Customer DOWGRO

Phone: 815/467-8762

Fax: 815/467-8763

www.emcfire.com

Bill To:

DOWNERS GROVE FIRE DEPT
5420 MAIN STREET
DOWNERS GROVE, IL 60515
USA

Ship To:

FERRARA FIRE APPARATUS
ATTN: DOWNERS GROVE JOB
27855 James Chapel Rd
HOLDEN, LA 70744
USA

THIS IS A BID/ESTIMATE

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
DOWGR	Best way	ORIGIN	NET 20 DAYS		KSEA	
Quantity		Item Number	Unit of Measure	Required Date	Unit Price	
Order	Ship	B.O.	Item Description	Discount %	Tax	Extended Price
1	0	ONSITE	ART.107.526.4 C236 Cutter eForce 2.0 UPGRADE TO THE C-236 WITH NXTgen REPLACEABLE BLADE INSERTS, ADD: \$750.00	EACH	03/03/16	8775.00 N 8775.00
1	0	ONSITE	ART.106.042.6 AC Adapter for the E-Force Tools 110 Volt Epak Alternative Energy Supply (pelican case with 12' whip and adapter that will power your eForce tools and any other Milwaukee M28 product for extended operations), add: \$570.00	EACH	03/03/16	625.00 N 625.00
1	0	ONSITE	ART.107.527.2 21"-36" Ram eForce 2.0	EACH	03/03/16	5995.00 N 5995.00
4	0	ONSITE	ART.105.378.5 MILWAUKEE M28 SPARE BATTERY- LITHIUM ION (4) FREE SPARES PER KS	EACH	03/03/16	0.00 N 0.00
1	0	ONSITE	ART.107.779.1 S53 Spreader eForce 2.0 (32" spreader- FREE UPGRADE per KS)	EACH	03/03/16	8675.00 N 8675.00
1	0	ONSITE	ART.106.244.2 320mm / 12" Extension for E-Force Tools	EACH	03/03/16	235.00 N 235.00



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DOWGR	Best way	ORIGIN	NET 20 DAYS		KSEA	
Quantity		Item Number	Unit of Measure	Required Date	Unit Price	
Order	Ship	B.O.	Item Description	Discount %	Tax	Extended Price
4	0	ONSITE	ART.105.409.7 Single Bay Charger 120Vac/28Vdc- MILWAUKEE (4) FREE SPARES PER KS	EACH	03/03/16	0.00 N 0.00
1	0	ONSITE	MISC TRADE IN Amkus POWER UNIT, SPREADER, CUTTERS, HOSES, COMBI	EACH	03/03/16	-2000.00 N -2000.00
1	0	ONSITE	ART.011.130.2 Angled V-Head for eForce Threaded	EACH	03/03/16	395.00 N 395.00
1	0	ONSITE	FREIGHT Freight to FERRARA FIRE APPARATUS NOT TO EXCEED AMOUNT ABOVE		03/03/16	250.00 N 250.00
1	0	ONSITE	ART.107.202.1 17c Vario eForce 2.0 FACTORY CONCESSIONS ON PRICE- KS	EACH	03/03/16	7995.00 N 7995.00
<p>ANY CLAIMS FOR SHORTAGES OR ADJUSTMENTS MUST BE MADE WITHIN 15 DAYS FROM RECEIPT OF GOODS. RETURNS MAY BE SUBJECT TO RESTOCKING FEE NO RETURNS ACCEPTED WITHOUT OUR AUTHORIZATION. MOTOR FREIGHT WILL BE ADDED SEPERATELY IF NOT SHOWN ON THIS INVOICE *A LATE CHARGE OF 1.5% WILL BE INVOICED ON ALL DELINQUENT ACCOUNTS*</p>						
					Non Taxable Subtotal	30945.00
					Taxable Subtotal	0.00
					Tax	0.00
					Total Order	30945.00

**ADDENDUM TO SALES ORDER B48784-G FROM
EQUIPMENT MANAGEMENT COMPANY**

The following additional terms shall apply to Sale Order B48784-G dated July 15, 2016 from Equipment Management Company for the sale of Fire Department Rescue Tools to the Village of Downers Grove:

A. COPYRIGHT/PATENT INFRINGEMENT

The Contractor 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 Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

B. CAMPAIGN DISCLOSURE

Contractor shall execute the Campaign Disclosure Certificate, attached hereto as Exhibit A.

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 agreements, Contractor 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.

C. SUBLETTING OF CONTRACT

No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.

D. BILLING & PAYMENT PROCEDURES

Payment will be made upon receipt of an invoice referencing Village 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 payment schedule. The Village 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 Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor 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.

The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor 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.

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

E. PATRIOT ACT COMPLIANCE

The Contractor 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 Contractor further represents and warrants to the Village that the Contractor 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 Contractor 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.

F. NONDISCRIMINATION

Contractor 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 proposal, the Contractor 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 proposal.

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. Contractor 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, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

G. SEXUAL HARASSMENT POLICY

The Contractor, as a party to a public contract, shall have a written sexual harassment policy that:

- 14.1.1 Notes the illegality of sexual harassment;
- 14.1.2 Sets forth the State law definition of sexual harassment;
- 14.1.3 Describes sexual harassment utilizing examples;
- 14.1.4 Describes the Contractor's internal complaint process including penalties;
- 14.1.5 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
- 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

H. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor'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 Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and 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 Contractor agrees as follows:

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.

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.

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.

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 Contractor'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 Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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.

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.

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 Contractor 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 Contractor 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.

I. DRUG FREE WORK PLACE

Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace and has a drug free workplace policy.

J. INDEMNITY AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, 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 Contractor, its employees, or its subcontractors, and the Contractor, its employees, or its subcontractors, and the Contractor 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 Contractor shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor 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 Contractor, its employees, or its Subcontractors.

Equipment Management Company

Village of Downers Grove

By: *Leresa Quinto*

By: _____

Title: OWNER

Title: _____

Date: 8-11-16

Date: _____

GENESIS

RESCUE SYSTEMS



Downers Grove Fire Department
Attn: Brian Meister
6701 Main Street
Downers Grove, IL 60515

July 25, 2016

Brian:

Please accept this letter as confirmation that there is only one dealer for Genesis Rescue Systems that is authorized to sell the eForce 2.0 line of tools to Downers Grove Fire Department in DuPage County.

The dealer is:

EMC Fire
22824 West Winchester Drive
Channahon, IL 60410

EMC is the Master Distributor for Genesis Rescue Systems in the Midwest. They will provide all sales and on-site service of your new Genesis tools.

Should you have additional questions, please do not hesitate to contact me.

Respectfully,

Kevin W. Sears

Kevin Sears
Regional Sales Manager
GENESIS RESCUE SYSTEMS

Genesis Rescue Systems, Inc.
2780 Culver Ave Kettering, Ohio 45429
Phone: 937-293-6240 Fax: 937-293-7049
www.genesisrescue.com



Jim Holland
Mayor, Village of Frankfort
Executive Board Chairman

Rahm Emanuel
Mayor, City of Chicago
Executive Board 1st Vice Chair

Robert J. Nunamaker
President, Village of Fox River Grove
Executive Board 2nd Vice Chair

Joseph Mancino
Mayor, Village of Hawthorn Woods
Executive Board Secretary

July 11, 2016

Kathleen DesMarteau
Grant Coordinator
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515

Dear Ms. DesMarteau:

Congratulations! The *Powering Safe Communities* proposal submitted the Village of Downers Grove has been selected for funding. You are awarded \$10,000.00 to complete your project "Rescue Tools For Downers Grove Fire Department". You have proposed to match this grant with \$24,375.00 of additional expenditures and/or in-kind services. Com Ed and the Metropolitan Mayors Caucus are pleased to partner with you to make your community safer.

Com Ed provides these grant funds and the Metropolitan Mayors Caucus is the grant program administrator. The Caucus will establish a contract with you, monitor your work over the grant period, and reimburse you for eligible expenses to complete your project up to \$10,000.00. Of course, we will work with you to successfully administer and complete your project.

Attached are documents needed to accept the grant and the detailed terms that will qualify you for payment at the conclusion of your project. Executing the grant agreement involves these simple steps:

- The proposal you submitted online is the *Scope of Work* for your project. Proceed with your work as proposed and adhere to that budget. No further work plan is needed.
- The terms of the grant are detailed in the *Recipient Assurances and Requirements*. Keep these for you records.
- Accept these terms and agree to perform your *Scope of Work* by signing and returning the *Acceptance Form*.

→**Promptly sign the *Acceptance Form* and return via conventional mail or as an electronic file via email to emakra@mayorscaucus.org**

City of Chicago · DuPage Mayors and Managers Conference · Lake County Municipal League · McHenry County Council of Governments
Metro West Council of Governments · Northwest Municipal Conference · South Suburban Mayors and Managers Association
Southwest Conference of Mayors · West Central Municipal Conference · Will County Governmental League

233 South Wacker Drive, Suite 800, Chicago, Illinois 60606
Tel: 312.201.4505 Fax: 312.454.0411
www.mayorscaucus.org

The **Grant Project Period will conclude on December 31, 2016**, or sooner if you complete your project earlier. You may complete your project at any time before this date. Your grant will close-out once we receive your *Final Report*; satisfactory documentation of work and expenses, and reimburse you for eligible expenditures.

You will be required to submit a *Progress Report* on or before October 14, 2016, unless your project is completed and closed-out before that date.

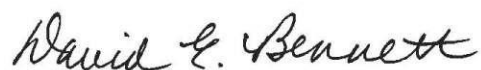
When you **complete your project**, which must be **on or before December 31, 2016** you must submit a *Final Report* and *Reimbursement Request*. Documentation of expenses and match must be provided in the Reimbursement Request. The reporting schedule and forms are attached.

The competition for Powering Safe Communities grants was robust. We received 83 grant applications and only 23 could be selected for funding. You are to be commended for your excellent proposal. Please complete your Powering Safe Communities project with the same care and professionalism.

To celebrate the success of all Powering Safe Communities winners, **ComEd President and CEO Anne Pramaggiore invites you to a breakfast at Brookfield Zoo on Monday, August, 15**. You will receive a separate email with details from Paula Conrad. I hope you can join us!

Edith Makra, Director of Environmental Initiatives, will oversee your grant and will be happy to help you with any administrative or technical questions you have. She can be reached at 312-201-4506 or emakra@mayorscaucus.org

Sincerely,

A handwritten signature in black ink that reads "David E. Bennett". The signature is written in a cursive, flowing style.

David E. Bennett
Executive Director