

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
4/9/2019

SUBJECT:	SUBMITTED BY:
Replacement of Fire Department Rescue Tools	Jeffrey Pindelski Fire Chief

SYNOPSIS

A resolution has been prepared authorizing execution of an agreement with Equipment Management Company (EMC) for the purchase of Fire Department rescue tools in the amount of \$44,979.

STRATEGIC PLAN ALIGNMENT

The Goals for 2017-2019 include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY19 Equipment Replacement Fund (Page 4-37, Line 21) includes \$45,000 for this purchase.

RECOMMENDATION

Approval on the April 9, 2019 Consent Agenda.

BACKGROUND

All Downers Grove Fire Department Engines, Squads, and Tower Ladders are equipped with hydraulic rescue tools to extricate persons who become trapped in vehicles or other machinery following accidents.

Current construction materials and safety features of modern automobiles challenge the cutting capacity of our current rescue tools. The current hydraulic tools are over 20 years old, are inefficient on modern vehicles, and require an external hydraulic power source which is either supplied from a vehicle-mounted generator or a gasoline-powered portable generator. This limits the reach and situations where these tools can be used.

An internal committee was established in 2016 and Genesis Rescue Systems was chosen as the preferred brand. The tools on Squad 101 were replaced with a set of Genesis Rescue Systems E-Force battery powered hydraulic tools. These tools are equipped with an internal electro-hydraulic drive and are not reliant on an external power source, are NFPA rated, and are better suited to handle modern vehicle construction and materials.

Purchase of these tools will replace all Amkus hydraulic rescue tools on the remaining fire apparatus. This will increase the Department's operational capacity and simplify training and maintenance.

Equipment Management Company (EMC) is the sole-source provider for Genesis Rescue Systems for our area. A quote of \$44,979 has been obtained. This amount includes a trade-in-value of \$5,850 for the current Amkus rescue tools.

ATTACHMENTS

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT AND ADDENDUM
BETWEEN THE VILLAGE OF DOWNERS GROVE AND
EQUIPMENT MANAGEMENT COMPANY**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of an Agreement and Addendum (the "Agreement"), between the Village of Downers Grove ("Village") and Equipment Management Company ("Contractor"), for Fire Department rescue tools and the disposal of AMKUS tools pumps and accessories, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk



22824 West Winchester Dr
Channahon, IL 60410 USA

Phone: 815/467-8762

Fax: 815/467-8763

Bill To:

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

www.emcfire.com

Order Date 02/08/19

Customer DOWGRO

Ship To:

DOWNERS GROVE FIRE DEPARTMENT
ATTN: SCOTT CAV
5420 MAIN STREET
DOWNERS GROVE, IL 60515
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	Quote Truck 2	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.106.042.6 AC Adapter for the E-Force Tools 110 Volt	EACH	02/08/19	995.00 N 995.00
1	0	ONSITE	ART.107.527.2 21"-36" Ram eForce 2.0	EACH	02/08/19	8075.00 N 8075.00
1	0	ONSITE	ART.107.779.1 S53 Spreader eForce 2.0 (32" OPENING)	EACH	02/08/19	10379.00 N 10379.00
1	0	ONSITE	ART.106.244.2 320mm / 12" Extension for E-Force Tools	EACH	02/08/19	275.00 N 275.00
1	0	ONSITE	FREIGHT Freight Will Be Billed Once Order has Shipped		02/08/19	0.00 N 0.00
1	0	ONSITE	ART.011.130.2 Angled V-Head for eForce Threaded	EACH	02/08/19	275.00 N 275.00
4	0	ONSITE	ART.105.375.5 M28 Milwaukee 28v 5ah Battery (spares)	EACH	02/08/19	0.00 N 0.00
2	0	ONSITE	ART.107.918.1 17C Vario eForce 2.0	EACH	02/08/19	10290.00 N 20580.00
1	0	ONSITE	ART.108.778.1 C236-SL2 Nxtgen Cutter eForce 2.0	EACH	02/08/19	10250.00 N 10250.00



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Quantity		Item Number	Unit of Measure	Required Date	Unit Price		Extended Price
Order	Ship	B.O.	Item Description	Discount %	Tax		
1	0	ONSITE	ART.105.410.8 3 Bay Charger 110vac/28v	EACH	02/08/19	0.00 N	0.00
2	0	ONSITE	ART.105.409.7 Single Bay Charger 120Vac/28Vdc	EACH	02/08/19	0.00 N	0.00
1.00	0.00	ONSITE	MISC TRADE IN ALL REMAINING AMKUS TOOLS, PUMPS AND ACCESSORIES	EACH	02/08/19	-5850.00 N	-5850.00
1	0	ONSITE	FREIGHT Freight being covered by EMC Fire per KS		02/08/19	0.00 N	0.00
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 SEPARATELY IF NOT SHOWN ON THIS INVOICE *A LATE CHARGE OF 1.5% WILL BE INVOICED ON ALL DELINQUENT ACCOUNTS*							
						Non Taxable Subtotal	44979.00
						Taxable Subtotal	0.00
						Tax (6.250%)	0.00
						Total Order	44979.00

**ADDENDUM TO SALES ORDER B56928-B FROM
EQUIPMENT MANAGEMENT COMPANY**

The following additional terms shall apply to Sales Order B56928-B dated February 8, 2019 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 5/1-101et. 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: Kevin Sears

By: _____

Title: Regional Sales Manager

Title: _____

Date: 3-15-19

Date: _____

GENESIS

RESCUE SYSTEMS



Downer Grove Fire Department
5420 Main Street
Downers Grove, IL

March 6, 2019

DC Tasso:

Please accept this letter verifying that there is only one dealer for Genesis Rescue Systems authorized to sell Genesis Rescue Systems equipment to the Downers Grove Fire Department..

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