

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
7/15/2025

SUBJECT:	SUBMITTED BY:
Authorize the purchase of equipment for snow plow and utility body upfits	David Moody Director of Public Works

SYNOPSIS

A resolution has been prepared authorizing the approval of the purchase of up to six (6) Force America One Systems from Force America Distributing, LLC of Savage, MN in the amount of \$93,390.24.

STRATEGIC PLAN ALIGNMENT

The goals for 2023-2025 include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY25 budget includes a total of \$ \$2,000,912 in the Equipment Replacement Fund for new vehicles.

RECOMMENDATION

Approval on the July 15, 2025 consent agenda.

BACKGROUND

On February 11, 2025 Village Council approved the purchase of six (6) Ford F550 trucks from Sutton Ford of Matteson, IL and snow plow and utility body upfits from Henderson Products, Inc. of Huntley, IL for those Ford F550 trucks. At the time of Council, approval Henderson had indicated that they could complete the work in the third quarter of 2025. When staff reached out to Henderson for upfitting after receiving the truck chassis, Henderson stated that one (1) truck would be completed in Q4 2025, and the rest would be done in Q1 2026. Due to the delay in upfitting, staff began searching for other vendors that could upfit these vehicles.

Staff recommends using Brown Equipment Company, of McHenry, IL for the upfitting of four trucks by Mid-November 2025. Staff reached out directly to Force America, and the Force America One systems can be purchased directly from Force America and supplied by the Village to Brown Equipment Company. Staff is requesting approval to purchase up to six (6) Force America One systems, to provide staff the option to send two (2) additional trucks for upfitting to Brown Equipment Company once the first four are completed.

Equipment to be purchased:

Quantity	Type of Equip.	Make and Model	Dealer	Price
Up to 6	Snow plow and utility body hydraulic controls	Force America One System	Force America Distributing, LLC.	\$93,390.24

Force America is an approved sole source vendor for the Village of Downers Grove for Force America snow plow equipment.

ATTACHMENTS

Resolution

Agreement

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF
A CONTRACT AND ADDENDUM BETWEEN
THE VILLAGE OF DOWNERS GROVE AND
FORCE AMERICA, INC.**

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 a certain Contract and Addendum (the "Agreement"), between the Village of Downers Grove (the "Village") and Force America, Inc. (the "Vendor"), for the upfitting of snow plow and utility vehicles with the Force America One System, 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



FORCE America Distributing, LLC.
A subsidiary of FORCE America, Inc.
8633 Eagle Creek Pkwy
Savage, MN 55378
(952) 707-1300

Sales Quotation

QUOTE
QT001-2040530-1
DATE 6/20/2025
PAGE 1 OF 1

SOLD TO
250350
VILLAGE OF DOWNERS GROVE
ATTN GARAGE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515-4782
USA

SHIP TO
77827
VILLAGE OF DOWNERS GROVE
ATTN GARAGE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515-4782
USA

Expiration Date: 7/20/2025 Customer Ref.: Force One systems Customer P/O: Customer Contact: Payment Terms: Net 30 Days Sales Rep: Taylor, Michael C	Ship From: FORCE AMERICA DISTRIBUTING LLC Site 104 500 BROOK FOREST AVE SHOREWOOD, IL 60404-9706 USA
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NOTES

PRODUCT / DESCRIPTION		QTY	U/M	PRICE	EXTENSION
1	1070055 Rev. C FORCE America One System SS Less PTO or Pump <i>FORCE-AMER-ONE-SS-W/O-PTO</i>	1	ea	10,785.0000	10,785.00
2	1171803 Rev. A 6.2L-7.3L Gas - Upfitter Switch Harness 144% -MY2020+ F250-F600 12V elec/Hyd Shift PTO 4X4 4X2 PTO and Pump Combo Kit <i>210GMMFP-U471</i>	1	ea	4,780.0400	4,780.04

Prices & Lead Times & Delivery Dates Are Based Upon Current Information And Are Subject to Change
Unless Otherwise Noted, Prices Do Not Include Freight

Accepted By: _____
Date: _____

MERCHANDISE TOTAL:	\$15,565.04
CHARGES:	\$0.00
TAX:	\$0.00
QUOTE TOTAL:	\$15,565.04

Questions about your order? Contact us by phone at 800-433-5765 or email us at shorewood@forceamerica.com

ADDENDUM TO SALES QUOTATION

The following additional terms shall apply to the Sales Quotation, which is further identifiable Quote: QT001-2040530-1 and dated June 20, 2025 (the “Agreement”), by and between Force America Inc. (“Vendor”) and the Village of Downers Grove (“Village”):

A. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

Pursuant to 35 ILCS 200/18-50.2, Vendor and all of Vendor’s subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE status. Contractor shall complete and require all its subcontractors to complete the DBE certification for this project at www.downers.us/vss. The information necessary for the Contractor and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned, women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company’s name, address, city, state and zip code; company’s contact person’s name, title, telephone number and email address. **NO PAYMENTS WILL BE MADE TO THE CONTRACTOR BY THE VILLAGE UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE CONTRACTOR AND SUBCONTRACTORS HAVE BEEN COMPLETED**

B. CAMPAIGN DISCLOSURE

The Vendor shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit A.

C. PATRIOT ACT COMPLIANCE

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

D. NONDISCRIMINATION

Vendor 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 Agreement, the Vendor 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 Agreement.

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. Vendor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 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. Sec. 12101 et. seq.

E. SEXUAL HARASSMENT POLICY

The Vendor, as a party to a public contract, shall have a written sexual harassment policy.

F. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Vendor'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 Vendor 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 Vendor 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.

G. DRUG FREE WORK PLACE

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

H. INDEMNITY AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Vendor 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 Vendor, its employees, or its subVendors, and the Vendor, its employees, or its subVendors, and the Vendor 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 Vendor shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Vendor to indemnify the Village for its own negligence. The Vendor 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 Vendor, its employees, or its SubVendors.

I. COOPERATION WITH FOIA COMPLIANCE

Vendor acknowledges that the Freedom of Information Act may apply to public records in possession of the Vendor. Vendor shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et. seq.

J. AMENDMENT

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

K. SEVERABILITY OF INVALID PROVISIONS

If any provision of the Agreement is 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.

L. FEES

The Village shall pay fees for the services offered by Vendor in the amount as set forth in the Agreement.

M. W-9

If Vendor has not previously provided Village with a W-9, Vendor shall promptly tender to Village a completed W-9 or the Village's substitute W-9 letter to assist the Village in meeting its I.R.S. reporting requirements. The Village will make a copy of the Village's substitute W-9 letter available to Vendor upon request.

N. BILLING & PAYMENT PROCEDURE

Notwithstanding anything in the Agreement to the contrary, 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's 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 Vendor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Vendor 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. This provision expressly supersedes any provision of the Agreement to the contrary.

VILLAGE OF DOWNERS GROVE:

_____ Authorized Signature	ATTEST: _____ Signature of Village Clerk
_____ Title	_____ Date
_____ Date	

EXHIBIT A CAMPAIGN DISCLOSURE CERTIFICATE

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 Agreement release.

By signing the Agreement, 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.


Signature

Jason Westad
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