

RESOLUTION NO. R-2022-54

RESOLUTION AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS FOR THE PURCHASE OF ONE (1) NEW FIRE TRUCK, AND APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH SUTPHEN CORPORATION IN THE AMOUNT OF \$624,779.28 FOR THE PURCHASE, CONSTRUCTION AND DELIVERY OF ONE (1) SUTPHEN HEAVY DUTY CUSTOM MONARCH PUMPER FIRE TRUCK

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village Board") desire to approve and execute a purchase agreement with Sutphen Corporation ("Sutphen") for the purchase, construction and delivery of one (1) new Sutphen Heavy Duty Custom Monarch Pumper Fire Truck (the "Fire Truck") for use by the Village of Maywood Fire Department at a cost of \$624,779.28 (the "Purchase Agreement"). A copy of the Purchase Agreement is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, pursuant to Section 36.08 ("Contracts and Purchases") of the Village of Maywood Municipal Code ("Village Code"), all purchase orders or contracts for supplies, materials, equipment or contractual services involving the expenditure of more than Ten Thousand Dollars (\$10,000.00) shall be let to the lowest responsible bidder after advertisement for bids, unless competitive bidding is waived by a vote of two-thirds (2/3rds) of the corporate authorities; and

WHEREAS, the Village Board finds that it is desirable and in the best interests of the Village and its residents, business owners, property owners and the public to waive the competitive bidding process for the purpose of purchasing the Fire Truck from Sutphen for the following reasons:

Per Section 36.08(A)(6)(e) of the Village Code:

1. The ability, capacity and skill of the bidder to perform the contract to provide the service required;
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
4. The quality of performance of previous contracts or services;

7. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
8. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
9. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
10. The number and scope of conditions attached to the bid; and

Per Section 36.08(B) of the Village Code:

1. Availability of only a single source vendor or a limited number of known vendors.

; and

WHEREAS, pursuant to its home rule powers and the intergovernmental cooperation powers set forth at Section 6 (Powers of Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of Article VII (Local Government) of the 1970 Illinois Constitution and the Illinois Intergovernmental

Cooperation Act (5 ILCS 220/) and Sections 8-1-7 and 8-9-2 of the Illinois Municipal Code (65 ILCS 5/8-1-7; 65 ILCS 5/8-9-2), the Village is authorized to approve and enter into the Purchase Agreement and the Village Board finds that it is in the best interests of the Village and its residents, business owners, property owners and the public to enter into the Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

Section 2: Approval of Documents. The President and Board of Trustees of the Village of Maywood waive competitive bidding for the purchase of one (1) fire truck, as set forth in the attached Purchase Agreement, and approve and authorize the execution of the Purchase Agreement with Sutphen Corporation (“Sutphen”) for the purchase, construction and delivery of one (1) new Sutphen Heavy Duty Custom Monarch Pumper Fire Truck for use by the Maywood Fire Department at a cost of \$624,779.28. A copy of the Purchase Agreement is attached hereto as **Exhibit “A”** and made a part hereof.

Section 3: Approval of Financial Obligations and Other Documents. The President and Board of Trustees of the Village authorize and direct the Village President and Village Clerk, or their designees, to execute the final version of the Purchase Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill the Village’s obligations under the Purchase Agreement.

SECTION 4: Delivery of Signed Documents. The President and Board of Trustees of the Village direct the Village Clerk’s Office, or its designee, to forward a certified copy of this Resolution and a fully executed copy of the Purchase Agreement to Sutphen and all other interested parties for record retention purposes.

Section 5: Effective Date. This Resolution shall be effective immediately upon its approval and adoption as provided by applicable State law.

ADOPTED this 6th day of December, 2022, pursuant to a roll call vote as follows:

AYES: Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones,
M. Lightford, A. Peppers and I. Brandon

NAYS: None

ABSENT: None

APPROVED this 6th day of December, 2022, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

(SEAL)

Exhibit "A"

**PURCHASE AGREEMENT
FOR SUTPHEN FIRE APPARATUS**

(attached)



PURCHASE AGREEMENT
FOR SUTPHEN FIRE APPARATUS

THIS AGREEMENT, made and entered into this 6th day of December, 2022 by and between SUTPHEN CORPORATION of Dublin, Ohio, hereinafter called "SUTPHEN" and the Village of Maywood of Maywood, IL, hereinafter called "PURCHASER",

WITNESSETH:

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal attached hereto and made a part hereof, and to deliver the same as hereinafter provided.
2. **PAYMENT:** Purchaser agrees to pay for said apparatus and equipment the total purchase price of Six Hundred and Twenty Four Thousand, Seven Hundred and Seventy Nine Dollars and twenty-eight cents. (\$ 624,779.28) payable in full upon delivery.
3. **DELIVERY:** The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at Maywood Fire Department within 26-28 months approximately after the receipt and acceptance of this agreement at Sutphen's office, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services.
4. **SUTPHEN WARRANTIES:** Sutphen warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.
5. **TESTING SHORTAGES:** The apparatus shall be tested per NFPA #1901 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.
6. **DEFAULT:** In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser,

Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

7. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
8. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.
9. TAXES, ETC.: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.
10. INSURANCE: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.
11. GENERAL: This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Illinois. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in the Cook County Circuit Court, Richard J. Daley Center, Chicago, Illinois, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION

By Ben Brown
Sales Representative

Accepted at office
SUTPHEN CORPORATION
6450 Eiterman Road
Dublin, Ohio 43016

By _____
Title _____
Date _____

PURCHASER

THE Village of Maywood

By _____

Title _____

Date 12-6-2022

By _____

Title _____

Date _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, and is entitled:

RESOLUTION NO. R-2022-54

RESOLUTION AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS FOR THE PURCHASE OF ONE (1) NEW FIRE TRUCK, AND APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH SUTPHEN CORPORATION IN THE AMOUNT OF \$624,779.28 FOR THE PURCHASE, CONSTRUCTION AND DELIVERY OF ONE (1) SUTPHEN HEAVY DUTY CUSTOM MONARCH PUMPER FIRE TRUCK

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 6th day of December, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 6th day of December, 2022.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 7th day of December, 2022.

Gwaine Dianne Williams, Village Clerk

[SEAL]