



DATE: January 6, 2025

MEMO TO: Sara Knizhnik, Chair
Operations Committee

FROM: Mary E. Kann
Director of Administration

Agenda Item# 9.2

RECOMMENDATION: Recommend approval of a Resolution awarding a Contract to Equipment Depot of Illinois, Inc. for the purchase of two Genie Scissor Lifts, in the amount of \$33,389.53.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: This purchase was budgeted as part of the Insurance Fund Miscellaneous Capital Outlay Fund (23104100-809000). These two pieces of equipment will be added to the Equipment Replacement Fund, with the annual user charge coming from the Facilities Department going forward.

BACKGROUND: The District's current scissor lift was purchased in 2003 and lacks several critical safety features, including built-in tie-off points, improved platform guardrails, enhanced leveling and stability, and automatic braking. Staff recommends replacement of the current scissor lift with two new Genie scissor lift models. The main difference between the two new models being recommended for purchase is their maximum working height. The new 1432 model is better suited for low-level access in tight spaces, such as hallways, whereas, the new 1930 model offers greater reach for larger work areas, such as garages. These two lifts will provide complete and safe access to all areas of our numerous and unique facilities throughout the District when upgrades, repair and preventative maintenance are needed.

Pursuant to the Illinois Governmental Joint Purchasing Act, 30 ILCS 525/1, et seq., any governmental unit may purchase personal property, supplies and services jointly, with one or more other governmental units in certain circumstances. Staff determined that the two Genie Scissor Lifts are available under Sourcewell Contract #020923-TER with Terex/Genie and can be purchased through their authorized agent, Equipment Depot of Illinois, Inc.

The equipment will be primarily used by the painting and HVAC crews in the Facilities Department. Both scissor lifts will be based mainly at the Operations & Public Safety Building.

These two pieces of equipment have an expected service life of twelve (12) years per the equipment replacement guidelines.

REVIEW BY OTHERS: Chief Operations Officer, Director of Facilities, Superintendent of Fleet & Facilities, Deputy Director Human Resources & Risk, Purchasing Manager, Manager of Board Operations, Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR JANUARY MEETING
JANUARY 15, 2025**

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **OPERATIONS COMMITTEE** presents herewith "A Resolution Awarding a Contract to Equipment Depot of Illinois, Inc. for the Purchase of Two Genie Scissor Lifts" and requests its approval.

OPERATIONS COMMITTEE:

Date: 1/16/2025 Roll Call Vote: Ayes: ___ Nays: ___
 Voice Vote Majority Ayes; Nays: 0

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION AWARDING A CONTRACT TO EQUIPMENT DEPOT
OF ILLINOIS, INC. FOR THE PURCHASE OF TWO GENIE SCISSOR LIFTS**

WHEREAS, the Lake County Forest Preserve District (the District") desires to purchase a Genie Scissor Lift Model 1432 and a Genie Scissor Lift Model 1930, or approved equivalents (the "Equipment"); and

WHEREAS, pursuant to the Illinois Governmental Joint Purchasing Act, 30 ILCS 525/1, et seq., any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units, if one of the governmental units has publicly advertised for, and received, competitive, sealed bids or proposals, and has awarded a contract for such personal property, supplies and services to the lowest responsible bidder or the highest ranking proposer, all in accordance with such Act; and

WHEREAS, Sourcewell has publicly advertised for, and received, competitive proposals for the Equipment, including a proposal by Terex/Genie for the Equipment; and

WHEREAS, Sourcewell has awarded Contract #020923-TER to Terex/Genie as the highest-ranking proposer for the Equipment (the "Sourcewell Contract"), and the Sourcewell Contract provides that other units of local government may also enter into a contract with Terex/Genie on the same terms as provided in the Sourcewell Contract; and

WHEREAS, it is in the best interest of the District to award a Contract for the Equipment to Equipment Depot of Illinois, Inc., as the agent of Terex/Genie, on the same terms as provided in the Sourcewell Contract, in a total price equal to \$33,389.53 (the "Contract Price");

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, **THAT**:

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2: Award of Contract. The proposal submitted by Equipment Depot of Illinois, Inc., in the total amount of the Contract Price is hereby accepted, and the Contract is hereby awarded to Equipment Depot of Illinois, Inc., as the agent of Terex/Genie.

Section 3: Execution of Contract. The Executive Director of the District is hereby authorized and directed to execute the Contract with Equipment Depot of Illinois, Inc., in the amount of the Contract Price.

Section 4: Payments. The District Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms.

Section 5: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____, 2025

AYES:

NAYS:

APPROVED this ____ day of _____, 2025

Jessica Vealitzek, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Board Secretary
Lake County Forest Preserve District

Exhibit No. _____



Equipment Depot of Illinois, Inc.
Quote Number: 145196
Exclusively for: LAKE COUNTY
FOREST PRESERVES

Prepared By: Parthavi Mashni
630-470-8648

parthavi.mashni@eqdepot.com

Submitted by:

**Parthavi Mashni
Account Manager MHP
630-470-8648**

Equipment Depot of Illinois, Inc.

EQDepot.com | 888.373.3768



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 Quote Number: 145196
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Bill To: LAKE COUNTY FOREST PRESERVES
 19808 W Grand Ave
 Lindenhurst, IL 60046

Ship To: LAKE COUNTY FOREST PRESERVES
 1899 W WINCHESTER RD
 LIBERTYVILLE, IL 60048

Contact: Brian Wing
 Email:
 Phone:

Manufacturer	Model	Product Description	Quantity	List/Sell Price	Net Amount
Genie	GS-1930	GS-1930, ANSI/ CSA, E-drive, Folding rails, Half- height swing gate	1	\$17,227.01	\$17,227.01
		Transport/Destination	1	\$1,020.00	\$1,020.00
Genie	GS1432M1 AE0045	GS-1432m, ANSI/ CSA, E-drive, Fixed rails, Half-height swing gate, Spill Guard	1	\$14,142.52	\$14,142.52
		Transport/Destination	1	\$1,000.00	\$1,000.00

Total Quote Price: \$33,389.53

Current lead time 6-7 weeks

* Price does not include applicable sales tax*

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TERMS AND CONDITIONS AGREEMENT ("AGREEMENT")

1. **DEFINITION.** "Buyer" means the party identified on the reverse side of this Agreement that is purchasing certain equipment and/or services from Seller. "Seller" means - Equipment Depot of Illinois, Inc..
2. **QUOTATION.** This quotation is an offer to sell certain equipment ("Equipment") or services ("Services") as described in this quote to Buyer and is tendered by Buyer for acceptance by Seller. This quotation can only be a binding offer if signed by the General Manager or General Sales Manager at the branch of Seller's sales and service office stated herein. Upon said acceptance, this Agreement shall be effective after and shall survive (i) delivery of the Equipment or completion of Services, as applicable, and (ii) the signing of any additional security agreement relating to Equipment. If the terms hereof conflict with any such security agreement, the terms of the latter shall control.
3. **SHIPMENT.** Unless otherwise agreed in writing, all prices are for material packed for domestic shipment and for delivery F.O.B. factory or point of shipment. Shipping dates are approximate and based on prompt receipt of all necessary information. Notwithstanding anything to the contrary, all risk of loss for the Equipment shall be upon the Buyer from point of shipment. Buyer shall pay all transportation and delivery charges to final destination.
4. **PRICES.** Prices quoted herein are based on present costs. Prices are subject to increase by Seller at any time prior to commencement of Services, or delivery in respect of all or any portion of the Equipment, on order for scheduled commencement or delivery more than six (6) months from order date, to the extent necessary to cover Seller's increased costs applicable thereto.
5. **PAYMENT.** Partial shipments may be made and payments therefor shall become due in accordance with the terms hereof. Finance charges are subject to rates in effect at time of delivery of Equipment. The terms of sale herein are subject to credit approval and Seller may at any time prior to commencement of Services or delivery of Equipment modify the terms of payment originally specified to assure prompt payment for the Services and/or Equipment ordered.
6. **TAXES.** The amount of taxes stated on the face hereof, if any, is approximate only. Buyer is liable for the full amount of taxes applicable to or as a result of this transaction, exclusive of franchise taxes and taxes measured by the net income of Seller. Buyer shall pay the amount of all such taxes as at any time requested by Seller as if originally added to the price. If Seller pays such taxes, Buyer shall reimburse Seller therefor.
7. **SECURITY INTEREST AND DEFAULT.** Seller shall retain a security interest in Equipment until the total selling price, including taxes, delivery and other charges, is paid in full by Buyer. Buyer agrees to sign and deliver to Seller any additional security interest and UCC documents required by Seller and agrees to do such other acts and execute such other instruments as Seller may request to give Seller a valid security interest in the Equipment.

If Buyer fails or refuses to accept delivery of the Equipment and parts ordered hereunder or shall default in the performance of any of the terms, covenants and conditions of this Agreement, Seller may retain the cash deposited or paid to it and the Equipment accepted by it on account of the sale price, if any, and apply the same toward payment of its damages. If the Equipment has been delivered to Buyer at the time of default, Seller may declare the full amount due and payable without notice or demand and may repossess the Equipment. Repossession and disposition of the Equipment, and suit for any deficiency, shall be pursuant to applicable laws. The remedies provided herein in favor of Seller shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies available to Seller's at law or in equity.

8. **WARRANTY.** The manufacturer's warranty for Equipment in effect at the time of sale confirmation for the Equipment shall apply. Seller makes no representations or warranties of any kind or character as to the Equipment, and hereby disclaims all warranties or representations, expressed or implied, including but not limited to the warranties of fitness for any particular purpose, merchantability, quality, design or condition of the Equipment, or conformity to models or samples.
9. **DELAYS.** Seller shall not be liable for loss or damage due to delay in delivery or manufacture of the Equipment, or commencement or completion of Services, resulting from any cause beyond Seller's reasonable control, including but not limited to, compliance with any regulations, orders, or instructions of any federal, state or municipal government or any department or agency thereof, acts of God, acts or omissions of Buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargoes, war, riot, delays in transportation or Seller's inability to obtain necessary labor, manufacturing facilities or materials from the Seller's usual sources; and any delays resulting from any such cause shall constitute a waiver of all claims for damages. **IN NO EVENT SHALL BUYER OR SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER SAME MAY BE CAUSED.**
10. **CANCELLATION.** Buyer may cancel its order, reduce quantities, revise specifications or scope or extend schedules only by agreement by Seller in its sole discretion. In the event of such agreement, Buyer shall be liable for reasonable and applicable charges which shall include but not be limited to restocking fees, freight charges, cancellation charges, demobilization costs, or other similar charges, and shall also take into account expenses already incurred or to be incurred by Seller and commitments made by Seller, and Buyer shall indemnify Seller against any losses resulting therefrom.
11. **ENTIRE AGREEMENT AND APPLICABLE LAW.** The rights and obligations of Seller and Buyer under any order placed pursuant hereto shall be governed by the laws of the state of Texas. The provisions hereof are intended by Buyer and Seller to be the entire agreement pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto pertaining to the subject matter hereof. No waiver, modification or addition to any of the terms hereof shall be binding on Seller unless made in writing by the General Manager or the General Sales Manager at Seller's branch as stated herein. In the event of conflict between a service agreement or Buyer's purchase order and the terms hereof, the latter shall control.
12. **TITLE.** Title to the Equipment shall not pass to Buyer until the purchase price has been paid in full. In the event of non-payment within sixty (60) days after delivery, Seller reserves the right to repossess the Equipment and to charge a reasonable sum for the use thereof during the period from delivery to repossession.
13. **ENFORCEABILITY.** If any part or provision of this Agreement is declared invalid by a competent authority, such declaration shall not have the effect of invalidating or voiding the remainder of this Agreement. The parties agree that the part(s) of this Agreement so held to be invalid, void or unenforceable shall be modified to the extent required to make it enforceable, or, if necessary, the Agreement shall be deemed to be amended to delete the unenforceable part or provision, and the remainder shall have the same force and effect as if such part or provision had never been included herein.

(Rev. 7-2019)

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**EQUIPMENT DEPOT – INTEGRATED SOLUTIONS.
 CONNECTED SUPPORT.**

ONE-STOP SHOP

At equipment Depot, we continue to lead the industry as the one-stop source for sales, service, training, warehouse systems, supplies, parts, and rentals for material handling, aerial, agriculture, heavy truck, and port equipment along with specialty equipment.

YOUR CHAMPIONS OF UPTIME

Unplanned downtime costs you money. That's why we focus on improving your uptime while also helping you organize your operations to maximize throughput. With our extensive ranges of customized solutions, we help you take care of business today and in the future.

- » America's largest independently-operated material handling and rental source
- » Over 50 locations across the U.S. and growing, covering nearly 3,000 miles, supporting an array of industries
- » Intelligent warehouse design and integrated system planning to increase storage space, maximize throughput, and enable scalability
- » Large selection of new and used equipment from the most innovative and respected OEM brands
- » Extensive rental inventory with a newer, well-maintained fleet of over 12,000 units with on-time delivery guaranteed
- » 850+ highly-trained and certified service technicians successfully completing more than 360,000 service calls per year
- » \$22M+ high-quality OEM parts inventory including all major brands — ready when and where you need it
- » Exclusive Technical Support Operations Center ensuring on-site repair success
- » Wide range of safety training courses designed to keep your team safe
- » Representing industry-leading OEMs as a member of the third largest material handling group globally and a part of the Mitsubishi Heavy Industries family of companies

A LEGACY OF SERVICE

Since 1938, we have been providing hands-on, local-market expertise and industry experience. We are proud to be a member of the third largest material handling group in the world, and a part of the Mitsubishi Heavy Industries global family. From design to manufacturing, distribution to services, Mitsubishi Logisnext is a leading provider of forklifts.

Unlike other factory-owned, single-brand dealers, we offer a tailored solution to our customers with the right mix of equipment, systems and services to ensure our customers' success, which we deliver across our coast-to-coast branch network.

CORE VALUES



Logisnext | A Group Company of Mitsubishi Logisnext

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LETTER OF AUTHORIZATION

Dec. 4, 2024

To Whom it may concern.

We are pleased to confirm that Equipment Depot, with a location at 751 Expressway Drive Itasca, IL 60143 is a non-exclusive distributor for Genie Industries, a Terex brand, authorized to sell Genie products through Sourcewell contract number #020923-TER and provide aftermarket warranty and maintenance support and service for Genie branded equipment. Questions concerning Dealer status can be confirmed by contacting Genie's Customer Service Team at 800-536-1800.

Regards,

David Evans
Retail Sales Manager
Genie – A Terex Brand
M 405-635-4559
E David.Evans@terex.com

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6464 185th Ave NE
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