



VILLAGE BOARD OF TRUSTEES REGULAR MEETING NOTICE/AGENDA

September 12, 2023, 7:00 pm

**RICHARD T. FLICKINGER MUNICIPAL CENTER, COUNCIL CHAMBERS
6101 CAPULINA AVENUE, MORTON GROVE, IL 60053**

In accordance with the Illinois Open Meetings Act, all Village Board and Commission meetings are open to the public. This meeting can be viewed remotely via the live stream link found at: www.mortongroveil.org/stream. (If an Executive Session is placed on the agenda, the meeting shall commence at 6:00 pm and the time between 6:00 pm and 7:00 pm shall be used for the Executive Session per 1-5-7A of the Village of Morton Grove Municipal Code. If the Agenda does not include an Executive Session, the meeting will begin at 7:00 pm.)

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Approval of Minutes** – Regular Meeting – August 22, 2023
- 4. Special Reports - None**
- 5. Public Hearings – None**
- 6. Plan Commission Reports - None**
- 7. Residents’ Comments (agenda items only)**
- 8. President’s Report** – *Administration, Comprehensive Plan, Council of Mayors, Northwest Municipal Conference, Strategic Plan Committee*
 - a. Proclamation: Constitution Week
 - b. Summer 2023 Photo Contest Winners presented by Trustee Connie Travis
- 9. Clerk’s Report** – *Family & Senior Services, Advisory Commission on Aging Condominium Association*
- 10. Staff Report**
 - a. **Village Administration**
 - b. **Corporation Counsel**

11. Reports by Trustees

- a. **Trustee Khan** – *Finance Department, Appearance Commission, Capital Projects, Lehigh/Ferris TIF (Trustee Travis)*
- b. **Trustee Minx** – *Fire Department, Fire Pension Board,, Special Events Commission, RED Center, NIPSTA (Trustee Thill)*
 - 1. **Resolution 23-37** Authorizing the Sale of Personal Property owned by the Village of Morton Grove
- c. **Trustee Shiba** – *Building Department, Environment & Natural Resources Commission, Legal Department, IT Department (Trustee Witko)*
 - 1. **Resolution 23-36** Authorizing the Renewal of a Professional Services Agreement between the Village of Morton Grove and SAFEbuilt Illinois, LLC.
- d. **Trustee Thill** – *Public Works Department, SWANCC (Solid Waste Agency of Northern Cook County), MG-Niles Water Commission, Traffic Safety Commission (Trustee Minx)*
 - 1. **Resolution 23-38** Authorizing a Contract with Steril Koni USA Inc. to Replace Existing Public Works OMER Vehicle Lift
- e. **Trustee Travis** – *Police Department, Police Pension Board, Fire & Police Commission, Community Relations Commission, (Trustee Khan)*
- f. **Trustee Witko** – *Community & Economic Development Department, Economic Development Commission, Plan Commission/ Zoning Board (Trustee Shiba)*

12. Other Business

13. **Presentation of Warrants:** \$770,103.73

14. Residents' Comments

15. Adjournment

**MINUTES OF A REGULAR MEETING OF THE PRESIDENT
AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE
RICHARD T. FLICKINGER MUNICIPAL CENTER COUNCIL CHAMBERS
AUGUST 22, 2023**

CALL TO ORDER

- I. In the absence of Village President Dan DiMaria (absent with notice), Village Clerk Eileen Harford & II. called the Regular Meeting of the Village Board to order at 7:00 p.m. in the Council Chambers of Village Hall and led the assemblage in the Pledge of Allegiance. She then asked the Board for a motion to approve one of their colleagues to serve as President pro-tem for tonight's meeting.

Trustee Travis moved to name Trustee Witko as President pro-tem for this meeting, seconded by Trustee Thill. Clerk Harford called the roll:

Motion passed: 6 ayes, 0 nays.

Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Shiba	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

Village Clerk Eileen Harford called the roll. Present were Trustees Saba Khan, Rita Minx, Ashur Shiba, John Thill, Connie Travis, and Janine Witko.

III. **APPROVAL OF MINUTES**

Trustee Minx moved to approve the Minutes of the August 8, 2023 Village Board Meeting as presented. Trustee Travis seconded the motion. **Motion passed unanimously via voice vote.**

IV. **SPECIAL REPORTS**

NONE

V. **PUBLIC HEARINGS**

NONE

VI.

PLAN COMMISSION REPORTS

NONE

VII.

RESIDENTS' COMMENTS (Agenda Items Only)

President pro-tem Witko noted that on this evening's agenda is **Resolution 23-29, Approving and Adopting the 2023 Village of Morton Grove Strategic Plan Update.**

She said a number of residents are present this evening to comment on the Strategic Plan Update. She asked that each limit their speaking time to four (4) minutes, and asked them to try not being repetitive in their statements.

1. **Janice Cha, 8924 Olcott.** Ms. Cha is a 20-year resident and is on the leadership team for Vision Morton Grove. She said her husband is Asian—a Korean American—who grew up in Quincy, IL, so he knows first-hand how it feels to live in a community where diversity and inclusion do not exist. She said she was glad to see that diversity is a part of Morton Grove's Strategic Plan. In the section titled "Long Term—Routine," the plan notes the Village's intention to continue to embrace diversity and promote a unified community by maintaining and increasing community engagement from all ethnic groups, cultures, and residents; and further, will implement and support programs and activities.
 - a. Ms. Cha said she's asking that the Village act on those points by signing on to Cook County's "United Against Hate" campaign. This initiative disrupts discrimination by providing pictorial, verbal, and education examples of how to stand up against all forms of hate. Neighboring communities that have already joined this campaign include Arlington Heights, Glenview, Glencoe, Wheeling, and Wilmette. The website www.CookCountyUnitedAgainstHate.com has more information.
2. **Bob Raccuglia, 7439 Arcadia,** is a 19-year resident and a member of Vision Morton Grove's leadership team. He said he was happy to see the Strategic Plan includes a goal of continuing to promote equity, diversity, and inclusion (EDI) within the Village. Mr. Raccuglia said he's aware that there can be a "backlash" against terminology like EDI, some see it as being a form of political correctness or as a fad, but it speaks to something more important and substantial than that, something that is neither liberal nor conservative. He explained that "Equity" involves creating a fair playing field so everyone has the same opportunities and rights. "Diversity" recognizes and celebrates our differences. "Inclusion" creates an environment where everyone has a place at the table and is valued for their distinctive skills, experiences, and perspectives.
 - a. Mr. Raccuglia hoped that "EDI" was not just a cosmetic catchphrase in the Strategic Plan document, and encouraged the Village to keep the goal of equity, diversity, and inclusion as a guiding principle in implementing all of the objectives in the Strategic Plan. He also urged the Board to make EDI an important element of the Village's hiring practices, of Village policy-making, in the planning of Village events and celebrations, and in the Village's distribution of services and resources.

VII. **RESIDENTS' COMMENTS (Agenda Items Only)** (continued)

3. **Jon Cole, 6023 S. Park Ave.** Mr. Cole said he is a 30-year resident, a member of the Village's Ad Hoc Strategic Plan Committee and he also serves on the leadership team of Vision Morton Grove. He thanked everyone who had played a role in the development of the new Strategic Plan. After the first draft was released, he submitted some comments to the members of the Committee and the Village Board, and said he appreciated that some people took the time to respond back to him. When the second draft of the plan was released, he was pleased to see that some changes had been made based on the input the Village received.
 - a. Mr. Cole said his comments tonight have to do with the next phase of taking the goals of the new plan and developing and implementing action steps and strategies in the coming months and years. He said he was not speaking just for himself, but on behalf of all the members of Vision Morton Grove and over 200 individuals, businesses, and organizations who signed on to this request last year. One of the specific actions they are all advocating is to have EDI plans for recruiting, hiring, and retaining employees in all Village departments and in appointing individuals to Village Commissions. Mr. Cole said that some efforts and actions have already been made towards this and applauded the Board for those, adding, "We hope to see these built upon and expanded in an organized and comprehensive manner and we look forward to collaborating with you to make this happen."
4. **Bob Burkhart, 6034 Grove Ct.** Mr. Burkhart is a 16-year resident speaking about EDI as part of the Strategic Plan. He said he appreciated the dialogue that he and some others have had with Mr. Czerwinski and the changes that resulted from those talks. He also thanked the Board for keeping everyone informed. He said his comments are directed more to the implementation of the plan rather than the plan itself.
 - a. Mr. Burkhart said Vision MG hopes EDI will be kept continually in mind as the Strategic Plan unfolds. He said, "There's a saying: If something is everyone's responsibility, it ends up being no one's responsibility." He said he is aware that every member of the Village staff has a full plate and that there is no particular commission or committee set up to implement EDI. As it stands, EDI could very easily fall through the cracks.
 - b. Mr. Burkhart said EDI developments don't happen merely by saying so. EDI is a complex matter with numerous underlying sociological and economic practices. Most municipalities and companies that take EDI seriously set up specific groups or hire staff specifically skilled in EDI practices. That said, Mr. Burkhart said he hoped the Village would either hire or designate a specific staff member to be an EDI officer, even if only part-time.
 - c. Mr. Burkhart said, alternatively the Village could set up an EDI Commission, as they did with the recently established Environmental and Natural Resources Commission (ENRC). He felt that, given the size of the total Village budget, it should be possible to find dollars to assist in accomplishing this goal. His experience is that when a group decides to do something, it will find the money to do it.

VII. **RESIDENTS' COMMENTS (Agenda Items Only)** (continued)

5. **Beverly Copeland, 9323 Olcott Avenue**, is a 58-year resident who said she has seen many changes. She said she likes the new Village “tagline” of Incredibly Close. Amazingly Open. She also likes how diversity within the Village has been evolving, but, she said, she would also like to see more diversity in the various Village departments and commissions. She asked the Village to sign on to Cook County’s “United Against Hate” campaign and to also consider EDI in all matters.

6. **Akhter Sadiq, 5736 Main Street** is a 33-year resident commenting on the proposed updated Strategic Plan. He said there are mentions of EDI but he did not see a concrete plan or commission to deal with it. He noted that there are over 125 people serving on various Village Commissions, Committees, and Boards, such as the Advisory Commission on Aging, the Appearance Commission, the Cable and Telecommunications Commission, the Community Relations Commission, the Economic Development Commission, the Environmental and Natural Resources Commission, the Fire and Police Commission, the Plan Commission/Zoning Board of Appeals, and the Traffic Safety Commission. He asked the Board, speaking as a minority, why is there not an Equity, Diversity, and Inclusion Commission, or failing that, an EDI Officer?

7. **Jim Szczepaniak, 8525 Lillibet Terrace**. He said that he’s a 31-year resident, and he and his wife find the Morton Grove community warm and welcoming, with excellent level of municipal services. He thanked the Board and the Ad Hoc Committee, and said it’s great to see the Village acknowledge not only the varying weaknesses and challenges of this diverse community, but also its strengths and opportunities. Regarding EDI, he said, lots of people have good intentions, but they’re busy or they’re employed. He was the Community Relations Director for Niles Twp. Dist. 219 for 15 years, and said there were various efforts under way to try to get racial equity, social justice, and ethnic diversity ingrained in the local culture. It wasn’t until an Equity Director was hired that things began to move.
 - a. Mr. Szczepaniak said he’s impressed with the points of the Strategic Plan, but it struck him that, in the “Overall Themes Based on All Focus Group Feedback,” there are some very specific things, which include “Recruiting and retaining quality employees who are representative of the community” and “Continuing efforts to promote equity, diversity, and inclusion in the Village.” But when he moved to the “Goals” section, which sometimes looks and feels like a “checklist,” he found it to be much more general. He said the Village should want EDI in a checklist so that important work doesn’t get lost. Especially given the fact that Morton Grove’s population is over 33% Asian; that we have so many immigrant families we can’t assume they are proficient in English, or that they know how to access Village services. We can’t assume they would “know” to pick up a phone and call the Village, or the Library, or Niles Twp. Government.
 - b. Mr. Szczepaniak said he doesn’t really expect the Village to hire another staff member for EDI, but he did hope that, at the least, the Village would consider an advisory commission on EDI, so they can say they are doing everything possible to make sure they’re reaching out to those people, so that all the great services and efforts the Village is making to serve residents really will be serving all residents.

VIII.

PRESIDENT'S REPORT

1. President pro-tem Witko said she was proud to report that the Morton Grove Police Department has won first place in the 2023 Illinois Traffic Safety Challenge for municipal police departments with 36 to 50 sworn members. This is the third time the MGPD has won the challenge, having also prevailed in 2019 and 2021. The Police Department also won the Rail Safety Specialty Award for the third year in a row. President p-t Witko said the Illinois Traffic Safety Challenge is a friendly competition between law enforcement agencies of a similar size and type, sponsored by the Illinois Association of Chiefs of Police. Departments submit a very detailed application highlighting the community's traffic safety program and the effect it has on reducing traffic crashes, injuries, and fatalities. The Board joined her in congratulating Chief Simo and the MGPD on these accomplishments.
2. Next, President p-t Witko presented **Resolution 23-29, Approving and Adopting the 2023 Village of Morton Grove Strategic Plan Update.**
 - a. She said, in 2015, the Village Board adopted a strategic plan to assist the Village in formulating and prioritizing its goals, strategies, and direction, and to provide a framework for the allocation of its resources for the next five to seven years. In 2022, the Village engaged Northern Illinois University Center for Government Studies to assist the Village in updating the Strategic Plan. An Ad Hoc committee of 11 residents was appointed to ensure the Strategic Plan was reflective of the Village's unique needs and desires. The process included numerous opportunities for residents, business owners, elected and appointed officials, and other internal and external stakeholders to share their vision for the future of Morton Grove through community meetings, workshops, targeted focus group discussions, and interviews.
 - b. The Plan is organized into four strategic categories: Character, Community, Governance, and Economy, and sets forth strategic goals to accomplish positive change and community improvement over the next five to seven years. The Strategic Plan is not designed to be a static document and will be continually assessed and adjusted to reflect the changing environment and evolving needs of the community.
 - c. President p-t Witko said the draft strategic plan was introduced for consideration at the July 25th Village Board meeting, and, at Mayor DiMaria's request, the resolution was tabled to tonight's meeting to give residents additional time to provide comments and suggestions. The draft plan has been posted on the Village's website since early July. She said the Village is grateful for the many positive comments received, and also appreciates and has taken into account the constructive criticism and suggestions offered, and refined the Plan accordingly.
 - d. The revisions to the Plan include highlighting the importance the Village places on serving all residents. One of Morton Grove's greatest strengths is our diversity, as we welcome and use our efforts to respond to the needs of all ages, genders, races, national origins, and cultures. Key emphasis has been and always will be focused on our seniors, as they are a very important part of our community. The revised Plan identifies 20 strategic goals sorted by category, timeframe, and complexity. Based on comments from residents and direction from the Board, priority rankings which were included in the first draft of the Plan have been removed, because the Village believes all of the identified strategic goals are important and can be achieved.

VII. **PRESIDENT'S REPORT** (continued)

President pro-tem Witko asked the Board for a motion to approve Resolution 23-29. Trustee Travis so moved, seconded by Trustee Shiba.

Motion passed: 6 ayes, 0 nays.

Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Shiba	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

- e. Trustee Thill commented that, this past Saturday, he had attended the Assyrian Food Festival and then an event at the Muslim Education Center. Seeing all the families enjoying themselves at both events, he couldn't help but feel like he was actually witnessing diversity.

IX. **CLERK'S REPORT**

1. Clerk Harford announced that the September Senior Luncheon will be at the Civic Center on September 1, 2023. Seniors should call 847-868-5928 to reserve a spot.
2. Clerk Harford also announced that free blood sugar and cholesterol screenings for seniors will be taking place the third Thursday of every month at 10am at the Civic Center. The Village's senior programming has recently engaged with Oak Street Health (a division of CVS Health) to be able to offer these screenings to local seniors. Health progressions will provide the service and no appointment is necessary. The screenings are free.
3. Lastly, Clerk Harford promoted the Senior Ride Share Program. This program is supported by funds through the SafeLIGHT Foundation and private donors. The program offers free Lyft rides to registered residents who are at least 65 years old. A total of 60 Morton Grove senior "households" are currently registered and receiving services. As of the end of July, a total of 171 rides have been provided since the program's inception in late 2022. Scheduled rides are provided to grocery stores, pharmacies, and medical appointments within Morton Grove. Rides are also available to medical appointments at most area hospitals and medical buildings. The program will continue as long as funds are available.

X. **STAFF REPORTS**

A. Village Administrator:

Village Administrator Czerwinski wanted everyone to be aware that the National Weather Service has issued an Excessive Heat Watch from Wednesday, August 23 at 11:00 a.m. through Thursday, August 24, at 8:00 p.m. and an Excessive Heat Warning from Wednesday, August 23 from 11:00 a.m. through 9:00 p.m.

X.

STAFF REPORTS (continued)

a. Cooling center will be available during regular business hours at the following locations:

- American Legion Memorial Civic Center, 6140 Dempster Street, 847-470-5223, from 8:30 a.m. to 5:00 p.m.
- Prairie View Community Center, 6834 Dempster Street, 847-965-7447, from 9:00 a.m. to 5:00 p.m. Monday through Saturday, closed Sundays
- Morton Grove Public Library, 6140 Lincoln Avenue, 847-965-4220, from 9:00 a.m. to 9:00 p.m. Monday through Thursday; 9:00 a.m. to 6:00 p.m. Fridays, 9:00 a.m. to 5:00 p.m. Saturdays; and 1:00 p.m. to 5:00 p.m. on Sundays

Mr. Czerwinski noted that seniors can be particularly susceptible to the effects of extremely hot weather and encouraged neighbors of elderly folks to check in on them. The Village website also contains best practice reminders for the public with this in mind; see www.mortongrovel.org.

- Drink plenty of water.
- Air conditioning provides the safest escape from the heat.
- Go elsewhere to get relief during the hottest part of the day if you have no air conditioning.
- Stay indoors as much as possible, on the lowest floor out of the sun. Keep heat outside and cool air inside by closing any doors or windows that may allow heat in.
- Plan to check on family, friends, and neighbors (especially the elderly) who do not have air conditioning or who spend much of their time alone. Be a friendly neighbor—make sure they're safe.
- Eat small meals of carbohydrates, salads, and fruits, and eat more often. Avoid foods that are high in protein because they increase metabolic heat.
- Slow down. Reduce, eliminate, or reschedule strenuous activity. If you must engage in strenuous activity, do so during the coolest part of the day, which is usually in the morning between 4:00 a.m. and 7:00 a.m.
- Stay in the shade.
- If you experience an emergency, dial 911.

B. Corporation Counsel:

Corporation Counsel Liston had no formal report this evening.

XI.

TRUSTEES' REPORTS

A. Trustee Khan:

Trustee Khan had no formal report this evening.

B. Trustee Minx:

Trustee Minx had no formal report this evening.

C. Trustee Shiba:

1. Trustee Shiba encouraged everyone to “mark their calendar” for the upcoming Morton Grove Sustainability Expo on Saturday, September 9 from 10:00 a.m. to 1:00 p.m. at the Morton Grove Civic Center, 6140 Dempster Street. Enjoy family-friendly activities, kid’s crafts, and connect with eco-friendly vendors! New this year will be a “Recycling Fest” at the Expo—a convenient one-stop drop-off recycling event for various items. For more information, see the Expo webpage on the Village’s website.

D. Trustee Thill:

Trustee Thill had no formal report this evening.

E. Trustee Travis:

Trustee Travis reminded everyone that the Summer Photo Contest will end on September 1. Please submit your photos of people having summer fun in Morton Grove to Village Hall or via the Village website. Photos must be submitted by September 1, 2023.

F. Trustee Witko:

Trustee Witko presented four (4) Ordinances this evening.

1. **Ordinance 23-17, Approving a Special Use Permit for a Nonboarding School and House of Worship on a Lot Less Than 3.5 Acres at 7800 Lyons Street in Morton Grove, Illinois.**

XI.

TRUSTEES' REPORTS (continued)

Trustee Witko moved to adopt Ordinance 23-17, seconded by Trustee Minx.

Motion passed: 6 ayes, 0 nays.

Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Shiba	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

2. **Ordinance 23-18, Approving a Special Use Permit For a Drive-Through Facility Associated with a Financial Institution in a C-1 General Commercial District with Select Waiver for the Property Commonly Known as 6210 Dempster Street in Morton Grove, Illinois.**

Trustee Witko moved, seconded by Trustee Travis, to adopt Ordinance 23-18.

Motion passed: 6 ayes, 0 nays.

Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Shiba	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

3. **Ordinance 23-19, Approving a Special Use Permit for a Full-Body Massage Establishment in a C-1 General Commercial District for the Property Commonly Known as 9231-35 Waukegan Road in Morton Grove, Illinois.**

Trustee Witko moved to adopt Ordinance 23-19. Trustee Minx seconded the motion.

Motion passed: 5 ayes, 1 nay.

Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Shiba	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>nay</u>

4. **Ordinance 23-20, Approving a Special Use Permit for an Assisted Living Facility in a C/R District for the Property Commonly Known as 5520 Lincoln Avenue in Morton Grove, Illinois.**

Trustee Witko moved, seconded by Trustee Shiba, to adopt Ordinance 23-20.

Motion passed: 6 ayes, 0 nays.

Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Shiba	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

XII.

OTHER BUSINESS

NONE

XIII.

WARRANTS

Trustee Khan presented the Warrant Register for August 22, 2023 in the amount of \$700,889.56. She moved to approve the Warrant Register as presented, seconded by Trustee Thill.

Motion passed: 6 ayes, 0 nays.

Tr. Khan aye
Tr. Thill aye

Tr. Minx aye
Tr. Travis aye

Tr. Shiba aye
Tr. Witko aye

XIV.

RESIDENTS' COMMENTS

Rudolf Vilks, 7508 Emerson, said he had received a letter from Mr. Czerwinski dated July 5, 2023 which was in response to 11 letters sent by Mr. Vilks to the Village. He said the administrator is a liar and the Board Members are liars when they say "justice for all" in the Pledge of Allegiance because he is not getting justice. He said he has asked for meetings with the mayor and the mayor has only granted him one meeting. He said the Village is treating his letters as though they are a joke.

XV.

ADJOURNMENT

There being no further business being brought before the Board, Trustee Minx moved to adjourn the meeting, seconded by Trustee Khan. **Motion passed unanimously via voice vote.**

The meeting adjourned at 7:36 p.m.

PASSED this 12th day of September, 2023.

Trustee Khan	_____
Trustee Minx	_____
Trustee Shiba	_____
Trustee Thill	_____
Trustee Travis	_____
Trustee Witko	_____

APPROVED by me this 12th day of September, 2023.

Daniel P. DiMaria, Village President
Board of Trustees, Morton Grove, Illinois

APPROVED and FILED in my office this 13th day of September, 2023.

Eileen Harford, Village Clerk
Village of Morton Grove, Cook County, Illinois

Minutes by Teresa Cousar

Proclamation

Village of Morton Grove

WHEREAS, the Constitution of the United States, the guardian of our liberties, embodies the principles of limited government in a republic dedicated to rule by law; and

WHEREAS, it is fitting and proper to accord official recognition to this outstanding document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, Daniel P. DiMaria, Mayor of the Village of Morton Grove, Illinois, do hereby proclaim the week of September 17 through September 23, 2023, as

CONSTITUTION WEEK

and ask all residents of the Village to reaffirm the ideals of the framers of the Constitution had in 1787 by attentively protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the Village of Morton Grove.

Daniel P. DiMaria, Village President

Legislative Summary

Resolution 23-37

AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF MORTON GROVE

Introduction:	September 12, 2023
Purpose:	To approve the sale of surplus fire hose to International Fire Equipment, of Richmond, California for \$2,200.00
Background:	<p>The Fire Department regularly checks, and when needed replaces its fire hoses. Recently, the department replaced 2,750 feet of hose (49 lengths of 3” hose and 6 lengths of 2 ½” hose) that was at least 20 years old and considered by the Fire Chief to be obsolete. Pursuant to Ordinance 05-27, adopted by the Village Board on May 23, 2005, obsolete or surplus personal property which in the opinion of the Finance Director and the Village Administrator, is no longer necessary or useful to the Village, and that has an estimated value exceeding one thousand dollars (\$1,000.00) and all motor vehicles and real property of any value of the Village of Morton Grove may be sold subject to approval by resolution of a simple majority of the Village Board of Trustees. The Village Administrator and the Finance Director have opined that the old fire hose is no longer necessary, or useful to the Village.</p> <p>International Fire Equipment, located in Richmond, California has proposed to purchase the surplus hose for \$2,200.00 and will pay for the shipping costs, provided the Village palletizes and shrink wraps the hose. This Resolution will authorize the sale of the surplus fire hose to International Fire Equipment for \$2,200.00.</p>
Department Affected	Fire Department, Finance Department
Fiscal Impact:	The Village will realize \$2,200.00 less the cost to palletize the hose.
Source of Funds:	Sales Proceeds
Workload Impact:	The preparation and shipping of the hose will be performed by the Fire Department as a part of normal work activities.
Administrator Recommendation:	Approval as presented
2nd Reading:	Not Required
Special Requirements:	

RESOLUTION 23-37

AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF MORTON GROVE

WHEREAS, the Village of Morton Grove (VILLAGE), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, on or about May 23, 2005, the Corporate Authorities adopted Ordinance 05-27 which provides “obsolete or surplus personal property which is, in the opinion of the Finance Director and the Village Administrator, is no longer necessary or useful to the Village, and that has an estimated value exceeding one thousand dollars (\$1,000.00) and all motor vehicles and real property of any value of the Village of Morton Grove shall be sold subject to approval by resolution of a simple majority of the Village Board of Trustees”; and.

WHEREAS, the Fire Department, after replacing some of its fire hoses, currently has 2,750 feet of hose (49 lengths of 3” hose and 6 lengths of 2 ½” hose) which is at least 20 years old and in the opinion of the Village Administrator, is obsolete, no longer necessary, or useful to the Village and is considered surplus property; and

WHEREAS, International Fire Equipment, located in Richmond, California has proposed to purchase the surplus hose for \$2,200.00 and will pay for the shipping costs, provided the Village palletizes and shrink wraps the hose; and

WHEREAS, the Village Administrator recommends that the surplus hose be sold to International Fire Equipment pursuant to its proposal.

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

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: Pursuant to Ordinance 05-27 of the Village of Morton Grove, the Village President and Board of Trustees for the Village of Morton Grove find the 2,750 feet of obsolete fire hose described in this resolution personal property is surplus property and approves the sale of this surplus property to International Fire Equipment, of Richmond, California for \$2,200.00.

SECTION 3: The Village Administrator or his designee is hereby authorized to take all steps necessary to complete this sale.

SECTION 4: This Resolution shall be in full force and effect from and after its passage.

Passed this 12th day of September 2023

Trustee Khan	_____
Trustee Minx	_____
Trustee Shiba	_____
Trustee Thill	_____
Trustee Travis	_____
Trustee Witko	_____

Approved by me this 12th day of September 2023

Daniel P. DiMaria, Village President
Village of Morton Grove
Cook County, Illinois

Attested and filed in my office this
13th day of September 2023

Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois

Legislative Summary

Resolution 23-36

AUTHORIZING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF MORTON GROVE AND SAFEbuilt ILLINOIS, LLC

Introduction:	September 12, 2023
Purpose:	To approve a three-year agreement with SAFEbuilt, Illinois LLC for plan review, permit and health inspectional, code enforcement and related services, with an option for two (2) additional 1-year renewals.
Background:	<p>The Village has found that utilizing a third-party provider for plan review and inspectional services has given the Village access to specialized expertise from certified building, electrical, mechanical and health inspectors, plan reviewers, building officials, and code enforcement officers, provides supplemental support for larger scale and/or high-volume plan review needs, access to additional inspectors, plan reviewers, and code enforcement officers during peak months and the flexibility to reduce staffing levels during slower winter months.</p> <p>In July 2018, the Village joined the Municipal Partnering Initiative (MPI) a partnership of 11 suburban communities to jointly solicit proposals for plan review, inspectional and related services. After a competitive bidding process, the MPI communities unanimously selected SAFEbuilt Illinois as its preferred contractor. Pursuant to Resolution 19-30 the Village entered into an agreement with SAFEbuilt Illinois to provide inspectional, plan review and supplemental code enforcement services through December 31, 2020. Pursuant to Resolution 21-22, the Village approved a one-year extension of this contract and authorized the Village Administrator, in his discretion, to approve two (2) additional one (1) year extensions. Pursuant to Resolution 21-46, the contract was amended to include health inspections and related services. SAFEbuilt satisfactorily performed these services, and the Village Administrator extended the contract through December 31, 2023.</p> <p>In early 2023, after considering the high quality of service provided by SAFEbuilt Illinois and comparing rates paid by other communities for similar services, the MPI chose not to undergo a competitive bidding process, and Glenview, Kenilworth, Winnetka, Lincolnwood, and Wilmette have or are in process of extending their agreements with SAFEbuilt Illinois for 2024 and beyond. Village staff has negotiated a 3-year contract with SAFEbuilt Illinois with price increases limited to CPI-U or 3% whichever is lower. This Resolution will authorize a 3-year contract with SAFEbuilt and will authorize the Village Administrator to extend the contract if circumstances warrant to renew the contract for two (2) additional one (1) year periods through December 31, 2028.</p>
Department Affected	Building and Inspectional Services
Fiscal Impact:	The 2024 rates are 5% higher than the 2023 rates. Cost increases for 2025 and beyond will be limited to 3% or CPI-U whichever is less
Source of Funds:	Funds will be budgeted in the 2024 (and successor) Budget(s): Account #02-80-23-55-2140
Workload Impact:	The management of the agreement and staff will be performed by the Village Administrator and the Manager of Building and Inspectional Services as a part of normal work activities.
Administrator Recommendation:	Approval as presented
2nd Reading:	Not Required
Special Requirements:	This Resolution requires passage by a 2/3 vote of the Corporate Authorities in order to waive the competitive bidding requirements of Section 1-9A-4 of the Village Code

Submitted by - Ralph Czerwinski, Village Administrator

Reviewed by - Teresa Hoffman Liston, Corporation Counsel

Reviewed by James English, Manager, Building and Inspectional Services

Prepared by – Tom Friel, Assistant to the Village Administrator

RESOLUTION 23-36

AUTHORIZING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF MORTON GROVE AND SAFEbuilt ILLINOIS, LLC

WHEREAS, the Village of Morton Grove (VILLAGE), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, utilizing a third-party provider for plan review and inspectional services has provided the following benefits to the Village:

1. Access to specialized expertise from certified building, electrical, mechanical and health inspectors, plan reviewers, building officials, and code enforcement officers;
2. Supplemental support for larger scale and/or high-volume plan review needs;
3. Access to additional inspectors, plan reviewers, and code enforcement officers during peak months; and
4. The flexibility to reduce staffing levels during slower winter months; and

WHEREAS, in July 2018, the Village joined the Municipal Partnering Initiative (MPI) a partnership of 11 suburban communities to jointly solicit proposals for plan review, inspectional and related services; and

WHEREAS, after a competitive bidding process, the MPI communities unanimously selected SAFEbuilt Illinois as its preferred contractor; and

WHEREAS, pursuant to Resolution 19-30 the Village entered into an agreement with SAFEbuilt Illinois to provide inspectional, plan review and supplemental code enforcement services through December 31, 2020; and

WHEREAS, pursuant to Resolution 21-22, the Village approved a one-year extension of this contract and authorized the Village Administrator, in his discretion, to approve two (2) additional one (1) year extensions; and

WHEREAS, pursuant to Resolution 21-46, the contract was amended to include health inspections and related services; and

WHEREAS, SAFEbuilt satisfactorily performed these services, and the Village Administrator extended the contract through December 31, 2023; and

WHEREAS, in early 2023, after considering the high quality of service provided by SAFEbuilt Illinois and comparing rates paid by other communities for similar services, the MPI chose not to undergo a competitive bidding process, and Glenview, Kenilworth, Winnetka, Lincolnwood, and Wilmette have or are in the process of extended their agreements with SAFEbuilt Illinois for 2024 and beyond; and

WHEREAS, Village staff has negotiated a 3-year contract with SAFEbuilt Illinois. With a rate increase for 2024 of five percent (5%) and increases thereafter limited to CPI-U or 3% whichever is lower; and

WHEREAS, Village staff recommends, based upon a comparison of pricing proposed by this vendor to other area municipalities, that the Village enter into a professional service agreement with the SAFEbuilt Illinois, LLC for the period from January 1, 2024 through December 31, 2026 and authorize the Village Administrator, at his/her discretion, to renew the contract for two (2) additional one (1) year periods.; and

WHEREAS, the Village Board has determined it is in the Village's best interest to continue to have SAFEbuilt provide professional, cost efficient, and reliable services to its residents and businesses; and

WHEREAS, this Resolution requires passage by a 2/3 vote of the Corporate Authorities to waive the competitive bidding requirements of Section 1-9A-4 of the Village Code.

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

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Village Administrator is hereby authorized to negotiate and execute a contract renewal with SAFEbuilt Illinois, LLC for the period from January 1, 2024, through December 31, 2026, and if in his/her discretion, circumstances so warrant, to renew the contract for two (2) additional one (1) year periods until December 31, 2028.

SECTION 3: The Village Administrator or his designee is hereby authorized to take all appropriate actions to implement the contract and any subsequent renewals.

SECTION 4: This Resolution shall be in full force and effect from and upon its passage and approval.

Passed this 12th day of September 2023.

Trustee Minx	_____
Trustee Shiba	_____
Trustee Khan	_____
Trustee Travis	_____
Trustee Thill	_____
Trustee Witko	_____

Approved by me this 12th day of September 2023.

Daniel P. DiMaria, Village President
Village of Morton Grove
Cook County, Illinois

Approved and filed in my office this
13th day of September 2023.

Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois

Legislative Summary

Resolution 23-38

AUTHORIZING A CONTRACT WITH STERTIL KONI USA INC. TO REPLACE THE EXISTING PUBLIC WORKS OMER VEHICLE LIFT

Introduced:	September 12, 2023
Purpose:	To authorize the Village Administrator to execute a contract with Stertil Koni Inc. to replace the existing OMER vehicle lift in the Public Works Mechanic's shop.
Background:	<p>Village vehicles are serviced and maintained by Public Works vehicle maintenance staff. Currently vehicle maintenance staff use an OMER vehicle lift to service Village equipment which was installed in 1988. The OMER vehicle lift has reached the end of its useful service life, the sourcing of replacement parts for the lift is very difficult, and the equipment is experiencing frequent and prolonged mechanical issues which prolong the time needed to service Village vehicles. The Public Works maintenance staff has recommended replacing the OMER lift.</p> <p>The purchase and installation of a new OMER vehicle lift was competitively bid through Sourcewell Procurement Agency, Contract # 013020. Public Works staff received two proposals from vendors taking part in Sourcewell contract #013020, with Stertil Koni USA Inc. providing the lowest and most appropriate proposal.</p>
Departments or Groups Affected	Public Works Vehicle Maintenance and Building Maintenance staff
Fiscal Impact:	\$176,817.18
Source of Funds:	2023 General Capital Improvements to Buildings Account Numbers 02-80-24-57-1032
Workload Impact:	The Public Works Department will perform the management and implementation of the project as part of their normal work activities.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Michael Lukich, Director of Public Works
Prepared by: Bill Burns, Superintendent

RESOLUTION 23-38

AUTHORIZING A CONTRACT WITH STERTIL KONI USA INC. TO REPLACE THE EXISTING PUBLIC WORKS OMER VEHICLE LIFT

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax, purchase, and incur debt; and

WHEREAS, The Public Works Vehicle Maintenance staff services vehicles assigned to the Village Public Works, Police Department, Fire Department, and the Village Hall; and

WHEREAS, The OMER vehicle lift used to service these vehicles was installed in 1988, due to frequent breakdowns and challenges in sourcing repair parts for the OMER vehicle lift, Public Works staff has determined the OMER vehicle lift has reached the end of its useful service life, and

WHEREAS, the purchase and installation services for the vehicle lift was competitively bid through the Sourcewell Procurement Agency, Contract #013020 and

WHEREAS, proposals were received and reviewed from two vendors participating in Sourcewell Procurement Agency's contract # 013020; Stertil Koni USA Inc. contract # 013020-SKI and Mohawk Lifts, Inc. contract # 013020-MRL; and

<u>Firm</u>	<u>Locations</u>	<u>Amount</u>
Stertil Koni USA Inc.	Stevensville, Maryland	\$176,817.17
Mohawk Lifts, LLC	Amsterdam, New York	\$177,007.95

WHEREAS, Stertil Koni USA Inc. provided the lowest and most appropriate bid (See Exhibit A) and

WHEREAS, references furnished by Stertil Koni USA Inc. were investigated and are favorable; and,

WHEREAS, funding for the above work is available in the Village of Morton Grove 2023 Adopted Budget in Account 02-80-24-55-1032 in the amount of \$180,000.00.

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

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Corporate Authorities accept the Quote of Steril Koni USA Inc. of 200 Long Conoe Circle Stevensville, MD 21666.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with Steril Koni USA, Inc. for Public Works Vehicle Lift Replacement in the amount of \$176,817.18 consistent with Exhibit A-1.

SECTION 4: The Village Administrator and Director of Public Works and their designees are authorized to take all steps necessary to implement the contract with Steril Koni,USA, Inc.

SECTION 5: This Resolution shall be in full force and effect upon its passage and approval.

Passed this 12th day of September 2023

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

Approved by me this 12th day of September 2023

Daniel P. DiMaria, Village President
Village of Morton Grove
Cook County, Illinois

Attested and Filed in my office this
13th day of September 2023

Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois



Quote

Stertil-Koni USA, Inc.
200 Log Canoe Circle
Stevensville, MD 21666
T: 410.643.9001
F: 410.643.8901

Quote #	1049
Date	08/15/2023
Expires	09/14/2023
RSM	Carl Boyer

Billing Address
Village of Morton Grove
Bill Burns
6101 Capulina Ave
Morton Grove, IL
60053
bburns@mortongroveil.org
+1 847-815-1662

Shipping Address
Village of Morton Grove
Bill Burns
7840 Nagle Ave
Morton Grove, IL
60053
bburns@mortongroveil.org
+1 847-815-1662

Sourcewell Contract #: 013020-SKI

Item	Qty	Price	Discount	Total
41404000	1.00	\$132,364.00	0.00%	\$132,364.00
SKY .780 / 250 - 78,000 lbs, platform length 30'; surface mount with multifunctional flexible approach ramps 77" + end stops				
39618110	1.00	\$13,013.00	0.00%	\$13,013.00
JB-200-2 air/hydraulic, capacity 44,000 lbs, without support arms, width 33.5"-45.28" w/mechanical lock				
41407151	1.00	\$2,101.00	0.00%	\$2,101.00
Remote Control, Not UL Approved, 32' 10" cable				
OPVL45185	1.00	\$4,246.00	0.00%	\$4,246.00
Stertil-Guard Anti-skid, applied at the factory for medium platforms lengths from 8 mtr. / 26' to 9 mtr. / 30'				
39509100	1.00	\$478.00	0.00%	\$478.00
Air kit for ST 4120, ST 4175, ST 4250 and SKYLIFT; with 8' air pipe, brackets and one outlet (Depending on length of lift, more than one kit may be needed)				

41409120	1.00	\$4,664.00	0.00%	\$4,664.00
LED lighting set, UL approved for SKYLIFT, 30' & 33' platform, 10 LED fixtures, 1 power transformer and cable set, 110-220V				
39616030	1.00	\$1,081.48	0.00%	\$1,081.48
Set support arms for SKY 200 & 250 and 4250 after June 2015				
9114200	1.00	\$62.33	0.00%	\$62.33
FG200 8" metal extension adapter, capacity 22,000 lbs.				
9113240	1.00	\$94.37	0.00%	\$94.37
US-130 U-saddle adapter, capacity 13,200 lbs., width 5.125"				
Miscellaneous Non Taxable	1.00	\$9,500.00	0.00%	\$9,500.00
Labor to install lift.				
42599013	1.00	\$713.00	0.00%	\$713.00
Set chemical anchors and shims for ST4.660/ST 4250				
Miscellaneous Non Taxable	1.00	\$6,000.00	0.00%	\$6,000.00
Labor to remove and haul off lift.				

Subtotal:	\$174,317.18
Discount:	(\$0.00)
Tax:	\$0.00
Shipping:	\$2,500.00
Total	\$176,817.18

Comments

Sourcewell Member Account # 43051

SLE (Safetylane Equipment) SK (Steril-Koni)

SLE will install the lift and control console to the properly prepared location with qualified and trained personnel.

SLE will provide manufactures data sheets.

SLE will provide detailed shop drawings for contractor.

SLE will provide operation and maintenance manual.

SLE will provide training.
SLE/SK will warranty lift for 2 years parts and 1 year labor.
SLE will provide site work per provided drawings.

The foundation, concrete will be repaired by customer if needed.
The conduit, utilities, and piping supplied to the lift by customer.

Subcontract:

Local Distributor:

Safetylane Equipment Corporation, Inc.
Mike Roberts
mikeroberts@usalift.com

Terms and Conditions

1. Product availability and proposed delivery date provided ARO
2. Purchase Orders MUST be issued to Stertil-Koni USA, Inc., not the Local Distributor
3. Please submit Purchase Orders to orders@stertil-koni.com
4. Customer is responsible for paying sales tax, if any, when applicable.

**Solicitation Number: RFP#013020****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Stertil-Koni USA Inc.**, 200 Log Canoe Circle, Stevensville, MD 21666 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 13, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

C. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **FEDERAL TRANSIT ADMINISTRATION.** Sourcewell reserves the right to amend this Contract to include requirements relating to any subsequent changes affecting the use of inter-governmental cooperative purchasing agreements by FTA grant recipients.
- D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell’s approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor

certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 4/11/2020 | 6:48 AM CDT

Stertil-Koni USA Inc.

DocuSigned by:
By: Jean DellAmore
5963AB5C115C4C9...
Jean DellAmore
Title: President
Date: 4/10/2020 | 9:06 AM PDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 4/11/2020 | 6:28 PM CDT

RFP 013020 - Vehicle Lifts, with Garage and Fleet Maintenance Equipment

Vendor Details

Company Name:	Stertil-Koni USA, Inc.
Address:	200 Log Canoe Circle
	Stevensville, MD 21666
Contact:	Kellie Boehm
Email:	kellie@stertil-koni.com
Phone:	410-643-4434 106
Fax:	410-643-8901
HST#:	52-2010741

Submission Details

Created On:	Tuesday December 17, 2019 09:55:33
Submitted On:	Thursday January 30, 2020 11:15:09
Submitted By:	Kellie Boehm
Email:	kellie@stertil-koni.com
Transaction #:	b4fd0289-5c80-4535-ace9-7a32d3177a3a
Submitter's IP Address:	24.145.93.156

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Stertil-Koni USA, Inc.	*
2	Proposer Address:	200 Log Canoe Circle Stevensville, MD 21666	*
3	Proposer website address:	https://stertil-koni.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jean DellAmore, President 200 Log Canoe Circle, Stevensville, MD 21666 jdellamore@stertil-koni.com - 410.643.9001	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kellie Boehm, Administrative Sales Manager 200 Log Canoe Circle, Stevensville, MD 21666 kellie@stertil-koni.com - 410.643.4434	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Peter Bowers, Sales Support 200 Log Canoe Circle, Stevensville, MD 21666 peter@stertil-koni.com - 410.643.9001	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Stertil-Koni USA (SK) was established in January 1997 in the state of Maryland. SK is a wholly-owned subsidiary of Stertil Enterprises (SE) which is a Delaware-based corporation; and, SE has two entities: SK and Stertil ALM, the latter of which is the manufacturing and production arm of the company. SK is responsible for all sales and marketing of Stertil-Koni products in North America and Stertil ALM is responsible for all manufacturing.</p> <p>The core value of SK is to provide the most advanced and safest heavy-duty vehicle lifting products in the industry. Clearly, the lifting systems that SK produces and sells in the transportation industry enable mechanics and users to quickly and efficiently lift their heavy-duty trucks, buses, military vehicles, municipals service vehicles and more for service and repair. Given the magnitude of the task, Stertil-Koni has an essential responsibility to ensure that our lifts always perform in a safe and efficient manner. When anyone is standing under a vehicle that weighs more than 50,000 lbs., safety is paramount and the obsession with safety and performance drives our company. Moreover, Stertil-Koni is fully devoted to continuously advancing our hardware and software designs to deliver the very best in customer usability, functionality, and safety in all of the heavy-duty vehicle lifting products that we provide.</p>	*
8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Stertil-Koni USA is the sales and marketing arm of a manufacturer that specializes in heavy-duty lifting solutions. These lifting solutions are designed and manufactured at one of our two manufacturing locations -- Streator, Illinois and Northern Holland. With our emphasis on only heavy-duty lifts, Stertil-Koni can offer our customers the most innovative solutions to fully meet all their lifting needs. We call this approach "Freedom of Choice." It is our commitment to provide customers with the highest quality, most advanced and safest heavy duty lifting systems on the market. Stertil-Koni lifts, with capacities ranging from 16,000 lbs. to more than 100,000 lbs., offer the appropriate lift for all applications. Along with a complete line of heavy-duty lifting solutions, Stertil-Koni offers complementary shop equipment for a majority of auxiliary service.</p>	*

9	What are your company's expectations in the event of an award?	<p>As the leader in the field of heavy-duty vehicle lifting systems, and a recognized marketing powerhouse in the transportation servicing field, Stertil-Koni takes great pride in its sense of focus, dedication to customer service, and ongoing readiness to perform at the highest levels of excellence. Therefore, well before an award has been made to Stertil-Koni to provide vehicle lifting systems and service via the Sourcewell contract, our company will already have in place a comprehensive plan to communicate and leverage this exciting news to our employees, sales representatives, distributors across North America, colleagues around the world, as well as existing customers, leads, and prospects.</p> <p>More specifically, in the near-term, it is our expectation that concurrent with the award, Stertil-Koni will "hit the ground running" – that very same day – to the benefit of Sourcewell, our distributors, our customers, and Stertil-Koni.</p> <p>Further, within a relatively short time span following the contract award, it is our expectation that Sourcewell will become an integral contracting vehicle by which our dedicated distributor network will inspire Stertil-Koni end-users to acquire our exceptional, award-winning (and in certain instances, U.S. and Canadian patented) lifting systems.</p> <p>Longer-term, we fully anticipate that Sourcewell will accrue the benefits of having awarded this contract to Stertil-Koni by virtue of our exceptional product line, recognized sales, and marketing prowess – all combined with our company's highly professional support and reporting expertise.</p> <p>Stertil-Koni has become the world leader in heavy-duty lifting applications in the United States and Canada. There is no other lift company that focuses exclusively on the heavy-duty customer generally defined as the ability to lift vehicles over 16,000 lbs. Over the last 23 years, we have developed a very focused distributor base strategically located throughout the United States and Canada. Where we think we can best promote the Sourcewell concept is with the 3,300 Transit agencies strategically located in North America. Generally speaking, Transit agencies buy heavy-duty lifting equipment at relatively high dollar volumes and the SOURCEWELL concept is particularly well suited to promote the purchase of these products.</p> <p>The focus and specialization on the part of Stertil Koni (SK) to the heavy-duty industry are specific and purposeful. For and to the benefit of SOURCEWELL the average sale of SK products begins at approximately \$250,000. Therefore, the value of the equipment sold to municipalities and private corporations represents a high-dollar value. The benefits to SOURCEWELL are obvious since the attendant fee is based on a particular dollar value. Other competitors focus on light-duty lifts with corresponding lower retail values. It is not unknown or unusual for SK to engage in multi-million contracts with individual SOURCEWELL users. This benefits both SK and SOURCEWELL.</p> <p>In addition, SK is launching a new PRODUCT SHOP EQUIPMENT line of very specialized heavy-duty shop equipment products used by end-users to work on their vehicles. Mechanics utilize lifts to raise vehicles but then require transmission jacks and wheel dollies to remove components from those vehicles. This is the type of specialized equipment that SK is introducing in 2020 and will be part of the scope hopefully offered through SOURCEWELL. This will increase the overall numbers and will extend the outreach of these offerings to potentially thousands of more users.</p>
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>To demonstrate Stertil-Koni USA's financial strength and stability, we have attached the company's Balance Sheet, Statement of Income, and The Independent Accountant's Review Report for the period 2015-2019 (Attachments 1, 2, 3).</p> <p>Some highlights from the five-year period 2015 – 2019 include:</p> <ul style="list-style-type: none"> - Revenues have grown from \$36.6 Million in 2015 to \$53.8 Million in 2019. - Profit before tax has grown from \$3.2 Million in 2015 to \$5.4 Million in 2019. - Equity and Equity Ratio have grown from \$7.0 Million (39%) in 2015 to \$14.2 Million (59%) in 2019.
11	What is your US market share for the solutions that you are proposing?	<p>November Market Share Numbers 2019</p> <p>MOBILES: 37%</p> <p>SKYLIFTS: 53%</p> <p>DIAMOND LIFTS: 38%</p> <p>ECOLIFT: 77%</p>

12	What is your Canadian market share, if any?	Stertil-Koni is a member of the Automotive Lift Institute (ALI). The ALI organization provides overall market share or market penetration numbers and we know from the statistical evidence that the Canadian market represents approximately 18% of the total. Within that 18% distribution, it is estimated that Stertil-Koni has overwhelming market share penetration figures amounting to what we believe is about 62% market penetration. We are able to determine these numbers through careful analysis of reported lifts among all ALI members. We also can reasonably estimate market share based on the total number of known projects and the percentage of an acquisition on the part of Stertil-Koni. We also feel that the Canadian market is a great opportunity for SOURCEWELLI inasmuch as most or we should say the vast majority of previous Canadian sales have not utilized SOURCEWELL funding or participation.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Stertil-Koni has never petitioned for bankruptcy protection.	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Stertil-Koni (SK) is best described as a distributor/dealer/reseller for a manufacturer of the products/ equipment and related services being proposed. a) Stertil-Koni is the sales and marketing arm of the parent company we represent, Stertil Group B.V. Stertil-Koni is also the sales and marketing arm of the U.S. manufacturing company, Stertil ALM. Please find attached evidence of SK authorization as a re-seller of equipment from Stertil B.V. and Stertil ALM (Attachments 4,5). b) Not applicable: Stertil-Koni is not best described as a manufacturer. Rather, we could best be described as a member of the Stertil Group BV family of companies with a mandate to provide sales and service through an independent network of 30 exclusive distributors that operate in the U.S., Canada, and the Caribbean. These dealers are all independent third-party entities and represent the SK products in the heavy-duty vehicle lifting product marketplace on an exclusive basis in their specific territories.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Stertil-Koni USA, Inc. is incorporated in the State of Maryland. We have attached the Good Standing Certificate as of May 20, 2015, issued by the State of Maryland, Department of Assessment and Taxation (Attachment 6). Stertil-Koni USA's FEIN # is 52-2010741. Our line of business does not require any additional specific licenses or certifications. That said, Stertil-Koni is a member of Automotive Lift Institute (ALI), our industry's highly regarded independent watchdog and Stertil-Koni is proud to have the greatest number of heavy-duty lifting systems that are ALI/ETL Certified. By way of further background, ALI's mission is to promote the safe design, construction, installation, inspection, and use of vehicle lifts. Please see attached information about ALI (Attachment 7) as well as documentation showing all of Stertil-Koni's lift models and accessories that are certified by ALI (Attachment 8).	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable: Stertil-Koni has not been the subject of "Suspension or Disbarment."	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Stertil-Koni's product line can best be described as heavy-duty vehicle lifting systems, shop equipment, hoists, related accessories and ongoing fleet servicing equipment for government, municipalities and education entities.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Stertil-Koni has won a number of key awards for its product engineering. In addition, the company has been awarded multiple patents by the United States Patent and Trademark Office (USPTO) and the Canadian Patent Office for its products.</p> <p>Industry recognition</p> <ul style="list-style-type: none"> • First lift company to be ISO 9001 certified • First lift manufacturer to offer certified mobile lifting columns utilizing wireless communications • First lift manufacturer to offer certified mobile lifting columns which incorporate active energy retrieval system (AERS) • Stertil-Koni has the largest number of ALI/ETL certified heavy-duty vehicle lifts registered with our industry's independent watchdog, the Automotive Lift Institute (ALI). • Recipient of the prestigious Innovation Award from Professional Tool and Equipment for the development of the EARTHLIFT, the industry's first "green" mobile column lift. EARTHLIFT has components that are 98% recyclable, use bio-degradable fluid, feature batteries that are 100% recyclable and employ an Active Energy Retrieval System to deliver 35% more lifting cycles at maximum load. • Only lift manufacturer to offer certified 4 post lifting system with a lifting capacity of 66,000 lbs. • Only lift manufacturer to offer certified platform lifting system (SKYLIFT) that can be extended with certified platform extensions at 49 inches each • Only lift manufacturer with 4 post lifts, without cross beams (ST4175 & ST4250), in capacities in excess of 50,000 lbs. • Market leader in sales of certified heavy-duty mobile lifting columns • Market leader in the total number of certified heavy-duty vehicle lifts • Only vehicle lift manufacturer that concentrates solely on the heavy-duty lift market, with lifting capacities starting at 16,000 lbs.
19	What percentage of your sales are to the governmental sector in the past three years	Stertil-Koni built its reputation and sales based on municipal or government sales. From our inception in 1997 to 2010 the percentage of sales to the governmental sector was 81%. However, since 2011 Stertil-Koni began an active campaign to even out sales between government and the private sector. As a result of these efforts between 2011 and 2019 our government sector represented 68% with 32% trending toward the private sector. In terms of a particular direction, 20% of that 32% is focused on national accounts such as United Airlines, Southwest Airlines, Penske, and Ryder trucks.
20	What percentage of your sales are to the education sector in the past three years	The education sector is relatively underrepresented at Stertil-Koni and represents approximately 4% of sales. This is an area where we hope and expect that Sourcwell availability can help us increase market share. The majority of sales within that 4% is devoted to School Districts.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>CMAS: 2017-\$41,017 / 2018-\$120,672 / 2019-\$230,590</p> <p>NASPO: 2017-\$3,508,747 / 2018-\$4,392,441 / 2019-\$6,611,540</p> <p>Sourcwell: 2017-\$3,150,826 / 2018-\$5,196,142 / 2019-\$6,231,635</p> <p>TXMAS: 2017-\$230,120 / 2018-\$307,007 / 2019-\$219,814</p>
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA: 2017-\$659,132 / 2018-\$1,177,562 / 2019-\$1,016,313

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcwell membership.

Entity Name *	Contact Name *	Phone Number *
Metropolitan Transit Council	Bill Beck	612.349.7338
Tri-Met	Karen Powell	503.962.2460
WMATA	Rob Herd	202.962.2680

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
WMATA	Government	District of Columbia - DC	Vehicle Lift Supply	\$5,000,00 +	\$5,000,000 +	*
Tri-Met	Government	Oregon - OR	Vehicle Lift Supply	\$395,000 \$1,605,000	\$2,000,000 +	*
MTC	Government	Minnesota - MN	Vehicle Lift Supply	\$276,000 \$421,000 \$803,000	\$1,500,000	*
New Jersey Transit	Government	New Jersey - NJ	Vehicle Lift Supply	\$151,000 \$642,000 \$207,000	\$1,000,000	*
Houston Metro	Government	Texas - TX	Vehicle Lift Supply	\$2,100,000 \$813,000 \$87,000	\$3,000,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Stertil-Koni has eleven (11) sales managers. Because these sales personnel are employed by SK, they devote 100% of their time to SK and the support of their individual distributors. Each manager represents approximately an average of 4-8 states per person. (See attachment 9).	*
26	Dealer network or other distribution methods.	Stertil-Koni products are available through a dedicated network of 30 exclusive distributors. These 30 distributors, exclusive to Stertil-Koni in the delivery, installation, and servicing of heavy-duty vehicle lifting systems and accessories, provide coverage for all the states in the U.S. (including Hawaii and Alaska) as well as all provinces of Canada. We also have a distributor that covers the Caribbean. (see attachment 10)	*
27	Service force.	Stertil-Koni staffs an in-house service department to support our network of dedicated distributors and the company's end users. This service department includes a service manager and four highly trained service technicians. Please note that all service personnel are full-time employees who are 100% dedicated to the SK product line. Three (3) of these service technicians are located in Stevensville, Maryland and one is located in the New York area to more efficiently serve customers nearby. The Stertil-Koni service department assists distributors by providing training as well as servicing and installing equipment. Further, as part of our commitment to the delivery of exceptional customer service, Stertil-Koni maintains and staffs a 24/7 telephone hotline in the event of a technical issue that requires immediate attention. Thus, customers of Stertil-Koni products have direct access to service and technical support around the clock, 24/7, 365 days per year. Our service department consists of 1) Kevin Hymers, Director of Operations 2) Kevin Boyer, Service Manager 3) Mike Nichols, Senior Service Technician, 4) Jacob Rosendale, Service Technician 5) John Sliney, Service Technician	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	In terms of our service program process and procedure, Stertil-Koni (SK) maintains in-house a full line of professionals dedicated to supporting our sales, installation and marketing efforts. The company's in-house sales force consists of 10+ employees and a CAD engineer to provide sales, customer support, and technical guidance. In addition, at our headquarters location in Stevensville, we have a dedicated operations/customer support and technical team (available 24/7) – as well as a complete warehousing operation with four employees, a marketing department with three professional employees as well as a financial department and related support staff. The Stertil-Koni organization is dedicated to providing radical customer service with a commitment to a 24/7 response for sales, service and technical inquiries. Stertil-Koni also utilizes a web-based CRM system to track customer satisfaction and a state-of-the-art inventory management system for tracking financial results, product shipments and more.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Not applicable: There are not any geographic markets where the Sourcwell contract will not be offered as a primary contract purchasing vehicle.	*
30	Identify any Sourcwell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Not applicable: There are not any market segments where the Sourcwell contract will not be offered as a primary contract purchasing vehicle	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Given the geographical position of Hawaii, Alaska and other US territories freight to those particular locations that require container shipments must be accompanied by additional freight to cover costs.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>As the recognized leader in the sale of heavy-duty vehicle lifting systems, shop equipment, and accessories across North America, Stertil-Koni additionally is known for being a highly proactive, professional, and keenly focused marketing-oriented company. In that role, particularly in conjunction with a contract award from Sourcewell, our goal is to continuously leverage our broad, results-driven portfolio of the latest marketing techniques to further advance the sale of our heavy-duty lifting systems across multiple customer audiences. What's more, upon an award from Sourcewell, Stertil-Koni will once again already have in place a comprehensive Marketing Plan to build awareness of the award and generate orders via the Sourcewell contract.</p> <p>Key elements in our Marketing Plan will include (but not be limited to) the following:</p> <ul style="list-style-type: none"> a. Trade Shows: Stertil-Koni participates in more than 100 trade shows each year across the U.S. and Canada, most of which are focused on the municipal and government marketplace – an ideal alignment for the Sourcewell contract. At these shows, Stertil-Koni will provide professional signage, literature, and visitor briefings on the topic of the partnership between Stertil-Koni and Sourcewell and encourage customers to purchase via the Contract. b. Website Feature: Stertil-Koni will include prominent coverage on our company's homepage, www.Stertil-Koni.com, and on the "Purchasing" page of our site. c. Social Media Features: Facebook, Twitter, Instagram, and LinkedIn articles/posts will be published. d. eBlast/s: News distribution regarding Stertil-Koni and Sourcewell will be sent on a regular basis to +35,000 opt-in visitors, leads, and prospects --who currently receive Stertil-Koni updates weekly. e. Blog Feature: Sourcewell articles will be published on Stertil-Koni's blog during the calendar year. f. Distributor Relations: Email and phone alerts will be directed to Stertil-Koni's dedicated network of exclusive heavy-duty vehicle lift distributors across the U.S., Canada, and the Caribbean. g. Sales Force Communications: Personal outreach will be made to Stertil-Koni's in-house sales representatives, serving the U.S., Canada, and the Caribbean, as well as colleagues around the world. h. Email Signatures: Stertil-Koni will encourage its internal team and distributors to feature the Sourcewell logo, and a description of the Sourcewell contract awarded to Stertil-Koni, on their respective email signature lines. i. Press Releases: Stertil-Koni is the industry leader in issuing professionally written, hard-news-oriented press releases to business and trade press – generating more than 5,000 digital and print articles each year. News alerts, first approved by Sourcewell, will be developed and delivered to leading business, transportation, and procurement trade press via Stertil-Koni's professional news distribution service, PR Newswire. j. Advertising: Stertil-Koni will commit to a focused, professionally designed, and implemented digital advertising schedule to further announce and promote the partnership between Sourcewell and our company.
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33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Stertil-Koni embraces advanced technology and the use of the Internet as key tools in providing world-class, ongoing marketing activities. Further, these elements will be a cornerstone of our dedicated efforts to ensure broad contract awareness in the U.S. and Canada upon an award from Sourcewell.</p> <p>What follows below is greater detail regarding Stertil-Koni's use of technology to enhance marketing effectiveness.</p> <p>Use of Technology:</p> <p>Stertil-Koni employs the latest technology on multiple fronts to provide world-class marketing. We will leverage our expertise and apply it to enhance our marketing effectiveness in conjunction with an award from Sourcewell – all to ensure national (and international) contract awareness. Examples include:</p> <p>a. CRM System: Stertil-Koni utilizes a custom-built, web-based customer relationship management (CRM) system that is updated daily to track all bids, leads, projects, trade shows, customer interactions, customer feedback, distributor activities, sales and more. This is all part of our ongoing management approach that we describe in two simple words: "Measurement Matters." The result? Top management and sales representatives can track in real-time all active deals, leads, and trade show activity across the U.S. and Canada to increase our "closing rate" and ensure the highest levels of customer satisfaction.</p> <p>b. Enterprise Software: Stertil-Koni uses a powerful enterprise software system from SAP to closely track inventory, product shipments, sales, warranty claims, and financial results to further ensure the superior reviews in terms of customer support and satisfaction. All Sourcewell-related sales are also tracked in our digital record-keeping system.</p> <p>c. Real-time Communications Systems: Stertil-Koni utilizes the latest technologies to provide real-time communications with our sales team, distributors and customers, including: a 24/7 customer hotline, smart phones, iPads, laptop computers, website updates, email communications, eBlasts, blog, password-protected extranet and social media.</p> <p>d. Google Analytics: Website tracking and performance is reviewed daily and Stertil-Koni continuously strives to boost our website visibility, unique visitor count, page views, time-on-site and Search Engine Optimization (SEO).</p> <p>e. Constant Contact Email Marketing: Stertil-Koni uses a proprietary, opt-in contact list of more than 35,00 individuals – grown organically over the past 24 years – to deliver weekly product, contract, and service updates that are in turn monitored for "Opens" and "Click-through" rates." Performance, in terms of messaging and imagery, is evaluated continuously, and we modify our techniques to enhance customer "Opens," "Click-Throughs," and information requests.</p> <p>f. Vimeo and YouTube: Stertil-Koni maintains a company "channel" on our website that features 37 videos. Company marketing and product videos are distributed regularly via two of the most broadly used video delivery systems – YouTube and Vimeo.</p> <p>g. Video Conferencing: Stertil-Koni regularly uses WebEx, Skype, GoToMeeting and join.me.</p> <p>Use of the Internet</p> <p>Communicating via the Internet is also fundamental to Stertil-Koni's marketing focus, including:</p> <p>i) Website: www.Stertil-Koni.com</p> <p>ii) Blog: www.VehicleLiftConnection.com</p> <p>iii) Social Media – Facebook, Twitter, Instagram, LinkedIn</p> <p>iv) Email "Blasts" and Tracking: Constant Contact</p> <p>v) Extranet: 24/7 access for distributors and sales personnel to obtain specifications, drawings, manuals, brochures and latest product updates</p> <p>vi) CRM System: Zoho</p> <p>vii) Video Conferencing: WebEx, Skype, GoToMeeting, join.me</p>
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34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Stertil-Koni is proud to have extensive experience working in partnership with Sourcewell in terms of promoting our existing Contract #061015-SKI. Looking ahead, Sourcewell will also have a key role in promoting a new contract arising out of this RFP, with highlights as follows:</p> <ul style="list-style-type: none"> • Sourcewell literature and graphics to be displayed at Stertil-Koni's extensive trade show schedule of events (+100 trade shows per year); • Sourcewell executive to participate at Stertil-Koni's Annual Distributor Meeting – our single most important sales event of the year – and make a major presentation to all our key leadership and sales personnel regarding the tremendous opportunities afforded by the Sourcewell contract; • Sourcewell to issue its own press release announcing that Stertil-Koni has been awarded a contract for "Vehicle Lifts, with Garage and Fleet Maintenance Equipment." <p>For our part, Stertil-Koni will integrate a Sourcewell-awarded contract into our sales process with details below:</p> <ul style="list-style-type: none"> • Immediately upon the contract award, SK will contact all employees and distributors with news of the award, and that same day, initiate our high-impact marketing campaign. • Sales personnel will be the first to be targeted. Hence, our campaign, emphasizing the contract award, will instantly reach Stertil-Koni's in-house sales personnel, totaling 13 top professionals located strategically across North America as well as our entire distributor network, totaling 30 distributor companies and approximately 100 salespeople in the U.S. and Canada. • It is our firm commitment that each Stertil-Koni sales representative and distributor will receive pertinent and timely information about the Sourcewell award and pricing within 24 hours of contract award, with ongoing briefings and follow-up. • Stertil-Koni website will feature news of the contract award on our homepage (please see sample on the attached graphic). • A Stertil-Koni press release will announce the contract award, to be distributed via PR Newswire to our extensive media contact list. • Sourcewell will receive prominent placement on our website's "How to Buy" page (please see attached example). • Stertil-Koni will deliver an eBlast to our opt-in list of +35,000 via Constant Contact (sample attached) and continue to inform this key audience regarding the opportunity to purchase our lifting systems, shop equipment, and accessories via the Sourcewell contract. • Trade show presence in terms of Sourcewell literature and banners (sample attached). • Sourcewell presentation, by a senior Sourcewell executive, at the Stertil-Koni Annual Distributor Meeting. • Stertil-Koni Marketing will design and run select banner ads in key industry trade publications (sample attached).
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>At the current time, market forces have shown – and Stertil-Koni concurs – that the company's heavy duty vehicle lifting systems are not yet applicable for an E-procurement process, particularly given the complexity of the systems and the consultative manner in which they are evaluated and sold.</p> <p>That said, Stertil-Koni does make every effort to achieve and expand its online visibility for its full range of products, accessories and service.</p> <p>Our entire product line, range of comprehensive shop equipment and accessories are available online at www.Stertil-Koi.com with product detail available as follows:</p> <ul style="list-style-type: none"> • Stertil-Koni Product Catalog; and • Stertil-Koni Shop Equipment and Accessories.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>All equipment provided by Stertil-Koni and our network of dedicated distributors includes equipment setup and operational training as standard. At any time after the initial sales, the Stertil-Koni group can provide additional operator training. Further, training material is always available in print, web and video formats. Also, when requested by the end-user, Stertil-Koni will additionally provide maintenance training on our equipment and accessories.</p> <p>In addition, SK holds regular, ongoing sales and product training meetings at multiple locations around the U.S. At those meetings, equipment maintenance, and training is conducted and evaluated in detail.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>Stertil-Koni is the recognized innovation leader in the heavy-duty vehicle lift industry. Stertil-Koni holds numerous patents in the United States and Canada for our lifting methods, engineering design, and support systems. Many of the products offered by Stertil-Koni are unique and are not available from other manufacturers. For example, Stertil-Koni was the first manufacturer to offer a green lifting solution for mobile lifting columns and now offers a control system – called ebright Smart Control System -- that incorporates a 7-inch, full-color touch screen, much like a computer tablet, for human/machine interface.</p> <p>This solution puts all the operations of the vehicle lift directly at the fingertips of the person who needs the information most – the busy technician on the shop floor. Further, future updates can be provided via software downloads; performance tracking is captured in a “black box” environment; and, the touch-screen interface is quick, easy-to-use and intuitive. Please note that the ebright Smart Control System is ALI/ETL certified and unmatched in the industry.</p> <p>Highlights of what the ebright Smart Control System will be capable of include:</p> <ul style="list-style-type: none"> • A high resolution, brightly illuminated, full-color, a 7-inch screen • Touch screen control, even when the technician is wearing gloves • Owner/user-configurable options, including choice of language and personalized ID key to protect against unauthorized use • Presentation of all relevant information at a glance • Up to 16 mobile columns fully synchronized in a single set. <p>Modeled on the conceptual benefits of today's computer tablets, features of the ebright Smart Control system will include such vital data as maintenance notifications, programmable lifting-height settings, tracking of specific operations, information codes and even the operator manual.</p> <p>Because Stertil-Koni always puts the customer first – and views the delivery of data to our end users as a key support element, further distinguishing our product line - the ebright Smart Control System will be fully integrated into all of SK's heavy-duty lifting systems within the next 1-3 years (depending on model).</p>	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>At Stertil-Koni, the leader in heavy-duty vehicle lifts, we've taken green technology to new heights in both mobile column lifts and in-ground lifts. Our highly regarded EARTHLIFT is the first hydraulic green mobile column lift in the industry. Its columns are made with components that are 98% recyclable and the Active Energy Retrieval System (AERS) allows operators to achieve 50% more lifting cycles at maximum lifting load. What's more, the on-screen display highlights the AERS system, enabling the operator to see savings in real-time. EARTHLIFT also uses a closed hydraulic system that contains bio-degradable fluid and the batteries are 100% recyclable.</p> <p>Many maintenance facilities also utilize in-ground lifts. That's why Stertil-Koni pioneered with the introduction of our U.S. - and Canadian-patented ECOLIFT, with lifting capacity up to 90,000 lbs. It is the industry's original ultra-shallow, full-rise in-ground axle engaging lift. In addition, ECOLIFT uniquely combines high pressure, low volume hydraulics and only requires 3.5 gallons of fluid per scissor – and the hydraulics and electrical components are contained in a free-standing console above ground for easy access. This lift ensures sizeable cost savings on construction and installation and can be utilized in existing workshop pits and even at locations with high water tables.</p> <p>Stertil-Koni also recently introduced the DIAMONDLIFT, an in-ground telescopic piston lift setting new standards in heavy-duty lifting. Each piston uses less than five gallons of biodegradable hydraulic fluid. Plus, all DIAMONDLIFT cassettes are fully self-contained thanks to Stertil-Koni's exclusive DiamondGuard coating. This unique compound ensures that hazardous shop fluids do not enter the environment. In that way, soil contamination is not a concern.</p>	*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Virtually all heavy-duty Stertil Koni heavy-duty (HD) lifting products carry the Automotive Lift Institute (ALI) gold label.</p> <p>In addition, Stertil Koni is an ISO 9001 certified company and in fact, was the first lift company in the world to acquire ISO 9001 certification.</p> <p>Furthermore, Stertil Koni is the most environmentally friendly company in the HD lifting world. We manufacture products that meet the "green standard" criteria. Toward that end, we have designed HD lifts with full-color touch screen control that provide solutions to save energy. We have designed a feature called the Active Energy Retrieval System (AERS) The AERS allows the operator to achieve up to 50 lifting cycles without battery recharging. The ingenious concept allows the motor to reverse counter-clockwise and automatically recharge the battery during the downward motion. This saves the end-user thousands of dollars per year in electricity usage given the fact that the type of equipment used by Stertil Koni requires 220/460 volts. As such, 98% of the materials are recycled materials. Such life cycle design parameters mean that Stertil-Koni is at the forefront of product design and application.</p>	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Stertil-Koni USA, Inc. makes a concerted, proactive effort to partner with WMBEs and SBEs whenever possible. Kindly note that our line of business is highly specialized and there are, to date, a limited number of companies in these categories that are currently handling fleet maintenance-related product lines.</p> <p>Stertil-Koni USA has also outsourced its corporate IT hardware and software services to a Service Disabled Veteran Owned Business (SDVOB) company, Corsica Technologies, headquartered in Centreville, MD 21617.</p> <p>Stertil-Koni USA proactively and aggressively solicits Minority and Women-owned Business Enterprises (MWBEs) for all trucking services. We are currently soliciting quotes from AIT Worldwide Logistics, Middleburg Heights, OH 44130, Expedited Transportation Services, Loganville, GA 30052 and Davis Freight Management Inc., Alden, NY 14004. All three companies are approved MWBEs by the State of New York.</p> <p>If Stertil-Koni USA is awarded a contract with Sourcewell, our goal will be to expand our utilization of WMBEs and SBEs for the trucking services resulting from the Sourcewell contract. Toward that end, Stertil-Koni USA will identify several national and global freight agencies that have existing MWBE and/or SBE accreditation in good standing.</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>Additional unique, custom and value-added attributes of the Stertil-Koni product line of particular note is our company's dedication to "going green." As such, SK has developed a number of ecologically enhanced products. The flagship of this effort is the Stertil-Koni EARTHLIFT.</p> <p>True to its name, this award-winning mobile lifting system features columns that are made with components that are 98% recyclable and the Active Energy Retrieval System (AERS) allows operators to achieve 50% more lifting cycles at maximum lifting load. Thus, users realize an average of up to 45 or 50 lifting cycles on a standard-sized transit bus without recharging. In addition, EARTHLIFT uses a closed hydraulic system that contains biodegradable fluid and the batteries are 100% recyclable.</p> <p>In terms of in-ground heavy duty lifting systems, Stertil-Koni pioneered "green" lifting with the introduction of its U.S. and Canadian patented ECOLIFT, with lifting capacity up to 90,000 lbs. It is the industry's original ultra-shallow, full-rise in-ground axle engaging lift. In addition, ECOLIFT uniquely combines high pressure, low volume hydraulics and only requires 3.5 gallons of fluid per scissor. In addition, the hydraulics and electrical components are contained in a free-standing console above ground for easy access. This lift ensures sizeable cost savings on construction and installation and can be utilized in existing workshop pits and even at locations with a high water table.</p> <p>Stertil-Koni has also gone green with its recently introduced DIAMONDLIFT. It is a self-contained telescopic piston lift, with a capacity up to 105,000 lbs., and delivers the best in a traditional lifting approach and then integrates modern materials with the latest engineering for optimal performance, safety, and environmental containment. Each piston uses less than five gallons of biodegradable hydraulic fluid. Plus, all DIAMONDLIFT cassettes are fully self-contained to ensure that hazardous shop fluids do not enter the environment.</p>	*

42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	<p>Canada is the 9th largest economy in the world based on a nominal GDP basis (current prices, U.S. dollars) and the 14th largest based on GDP (Purchasing Power Parity). Since the 2008 global financial crisis, the Canadian economy has re-emerged as one of the strongest and most advanced business climates in the world. The importance of Canadian sales to Stertil-Koni is extremely significant. In 2014, the sales from Canadian customers represented 21% of total SK sales, coming primarily from the strong economies of Alberta and Ontario. In fact, two of the top five Stertil-Koni distributors are located in, and service Canada. Therefore, Canada is an important and vital part of Stertil-Koni's total operation.</p> <p>Historically, Canadians have devoted significant money and resources to refurbish maintenance shops and on a proportional basis, have modernized their vehicle maintenance operations at a quicker pace than comparable American counterparts. To that degree, Stertil Koni is seeing a spirited effort toward overall lift replacement and refurbishments of municipal shops throughout Canada. Stertil-Koni's representation in Canada is deep and meaningful. We enjoy two primary distributors.</p> <p>a. Westvac, situated in Edmonton Alberta services British Columbia where they have a brick and mortar office as well as Alberta and Manitoba.</p> <p>b. Novaquip, the other distributor, sells and services Stertil Koni products in Ontario, Quebec, and Newfoundland. Novaquip has done substantial business with the Toronto Transit Commission (TTC), one of the largest transit operations in the world and is currently involved in the refurbishments of approximately 130 in-ground lifts throughout the 7+ TTC garages. This on-going project will last many more years and Novaquip is at the heart of the upgrades for these maintenance depots.</p> <p>Stertil-Koni is focused on improving and growing sales from Canadian customers and given their cultural and geographical proximity to the U.S., we believe that Sourcewell can play a significant role in enhancing those overall efforts.</p> <p>It is also important to stress that as a global company, Stertil-Koni has sister operations in a number of key countries worldwide, notably: The Netherlands, Germany, Italy, France, the U.K. and Ireland, Turkey, Poland, and China.</p>
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	All of our products are covered by our warranty. Our standard warranty is 1-year labor, 2 years parts, and 5 years parts only on hydraulic cylinders used in our mobile lifting columns and a lifetime parts-only warranty on nylon guide rollers used in SK lifting products that utilize such rollers. (Attachment 11)	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We do have two instances where the warranty is limited (a) This warranty does not apply where equipment has been damaged due to abnormal wear, misuse, overloading, accident (including shipping), improper maintenance, alteration, improper fluid maintenance, or other causes "not the result of defective materials or workmanship." (b) Stertil-Koni lifting equipment must be installed and serviced by Stertil-Koni factory trained and Stertil-Koni factory-authorized service technicians. Stertil-Koni lifting equipment not installed and serviced by Stertil-Koni factory trained and Stertil-Koni factory-authorized service technicians will result in a voided warranty.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, under the one (1) year labor timeframe of our warranty. Past the one (1) year, technicians' travel and time are billable.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Not applicable: Stertil-Koni covers all geographic regions of the U.S. Warranty service is handled through our network of distributors. Each distributor has an assigned geographic area they are responsible to cover. See attachment 10 for the distributor listing.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes. All of our products are covered by our standard warranty - 1-year labor, 2 years parts.	*
48	What are your proposed exchange and return programs and policies?	The advanced heavy-duty lifting systems and related products offered by Stertil-Koni to Sourcewell members are provided after the completion of a comprehensive consultative sales process. Stertil-Koni, and our network of dedicated distributors, pride ourselves on the level of interaction we have with our customers to ensure the end-user gets the specific equipment to fit his or her needs. As such, Stertil-Koni has not experienced the need to take the product back as returned. But, rest assured that customer satisfaction is the controlling principle at Stertil-Koni; and, if we could not satisfy the customer, we would gladly allow the product to be returned with no penalties. If a product needed to be exchanged due to a problem that could not be remedied in the field, Stertil-Koni would exchange this product for an identical product and provide shipping both ways for the exchanged product.	*
49	Describe any service contract options for the items included in your proposal.	Because the type of equipment that Stertil-Koni sells (with the exception of mobiles) requires an installation phase or several installation phases there are various options for both installation and post-sale service requirements that are performed by our distributors. Such options are generally speaking specifically given the particular equipment and demands and needs of the customer. As such, they are generally individualized approaches suited to the particular needs and requirements of individual customers. Obviously Sourcewell would benefit from such options.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Stertil-Koni's payment terms are Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Not applicable: Stertil-Koni does not have a leasing plan or financing options available at this time.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>The Dealer Network (Stertil-Koni's distributors) will be instrumental in the overall success of the Sourcewell / Stertil-Koni USA partnership and as such they will be very involved in the sales and order processing procedure.</p> <p>As it relates to the specific ordering process, we require that purchase orders from Sourcewell Members be issued to Stertil-Koni USA, rather than the Dealer Network. Of course, the distributors will be the main source of sales and the principal contact point with a Sourcewell Member as it relates to product demonstrations, setup and training, and regular customer service questions.</p> <p>That said, when it comes to issuing a purchase order, our distributors will know that the purchase order process is centralized. A centralized ordering point is also how the Stertil-Koni GSA contract is set up, and that procedure has worked extremely well. In fact, over the 10 years, we have held the GSA contract, all parties involved have had a very good experience with this arrangement.</p> <p>There are two main reasons why we recommend a centralized ordering point:</p> <p>a) Consistency, accuracy and contract compliance. All of our distributors are independent third parties. As such, it would be virtually impossible for Stertil-Koni USA to guarantee contract compliance as it relates to pricing, discounts, and other terms and conditions if we don't see each purchase order. Thus, the only way Stertil-Koni USA can guarantee 100% compliance is by processing all orders directly.</p> <p>b) Reporting: Centralizing all purchase orders through Stertil-Koni USA will also ensure that all sales are included in calculating and payment of the administrative fee to Sourcewell.</p> <p>We want to emphasize that one of Stertil-Koni USA's great strengths lies within our highly customer-oriented Dealer Network. Even though the purchasing process is centralized, all Sourcewell Members will receive the same level of service and follow up as if they placed their purchase orders locally.</p> <p>Therefore, Stertil-Koni USA requires that all purchase orders from Sourcewell Members shall be issued to Stertil-Koni USA, Inc. by:</p> <p>E-mail: orders@stertil-koni.com Mail: Stertil-Koni USA, Inc., 200 Log Canoe Circle, Stevensville, MD 21666 Fax: +1 410-643-8901</p>	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	No. At the current time, Stertil-Koni does not accept the P-card and payment process. However, we are open to exploring the opportunity.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
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54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Stertil-Koni publishes and regularly updates a price list that contains all items that will be offered to Sourcewell members. At the same time, there are a limited number of Open Market items, such as product installation for fixed lifts, which are not found on the published price list but are negotiated with, and agreed upon in partnership with the end-user before consummation of the sale. The Purchase Order for an item of this type is always directed to Stertil-Koni.</p> <p>Canada: On request, Stertil-Koni USA, Inc. will provide quotes in Canadian Dollars that will remain valid for 30 days.</p>	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Stertil-Koni is pleased to be provided with this opportunity by Sourcewell. We realize the value of purchasing contracts and look forward to a favorable outcome in our proposal to Sourcewell. Stertil-Koni intends to offer Sourcewell a very favorable discount off the list price as displayed in our published price list. The discounts on Stertil-Koni lifting systems will be as follows:</p> <p>For the purchase of 1 lifting system: 29% off list price For the purchase of 2–7 lifting systems: 32% off list price For the purchase of 8 or more lifting systems: 33.5% off list price</p>	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	<p>For the purchase of 1 lifting system: 29% off list price For the purchase of 2–7 lifting systems: 32% off list price For the purchase of 8 or more lifting systems: 33.5% off list price</p>	*
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>All Stertil-Koni lifting system products will be offered as part of the Sourcewell contract. With regard to “Open Market” items as they relate to Stertil-Koni, these typically would be for infrastructure repairs associated with fixed machinery (i.e., in-ground lifting systems, two-post, four-post and platform lifts).</p> <p>In those instances:</p> <ol style="list-style-type: none"> Strategy: <ol style="list-style-type: none"> Sourcewell member will work with the Stertil-Koni distributor in the member's territory to establish a fair and reasonable price for the Open Market item/s. Process: <ol style="list-style-type: none"> Stertil-Koni's distributor will alert Stertil-Koni to the request and communicate the details to the Sourcewell member and Stertil-Koni. Specific Method: <ol style="list-style-type: none"> The Sourcewell member will add the agreed-upon Open Market item on the PO, which is submitted directly to Stertil-Koni. 	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Total “Costs of Acquisition” charges not included in “Pricing” submitted in the Stertil-Koni proposal are:</p> <ol style="list-style-type: none"> Installation of fixed equipment lifting systems (e.g., in-ground piston and scissor lifts, platform lifts, two-post and four-post lifts): These costs are Open Market costs to be agreed upon between the Sourcewell member and the Stertil-Koni distributor. Freight: FOB Stevensville 	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	<p>All shipping and delivery is FOB Stevensville, at cost.</p> <p>By way of further background, Stertil-Koni has a dedicated Logistics Department at the company's headquarters in Stevensville, Maryland, that works with numerous, high-quality shipping companies throughout the United States and Canada.</p> <p>With the unique shape, weight and transportation considerations of our equipment, Stertil-Koni has developed a very responsive transportation network. We have very competitive rates with all our carriers and have an outstanding record of less than 0.1% in freight damage using our methods.</p> <p>In sum, Stertil-Koni does not markup freight charges, only invoicing for exact charges for equipment shipments.</p>	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Stertil Koni products offered to Sourcewell members are priced FOB Stertil-Koni in Stevensville, Maryland. As such, the original expense to ship product to the user is paid by the user at the time of sale. This includes all locations. In accordance with the exchange and return policy stated above, and to ensure radical customer service, Stertil Koni would provide for shipping as needed to return or exchange a product that did not satisfy the end-user (at SK expense).</p>	*

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As previously described delivery of equipment outside the continental US generally will require the use of containerized vessels to various ports. For example, we provide ECOLIFT's to San Juan Puerto Rico and those lifts can only be provided by including them in a sealed container which is a unique delivery method. 95% of the time our equipment can be included on common carriers.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	29% off list price. See attachment number 11

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>In order to ensure contract compliance and proactively avoid potential errors, Stertil-Koni has established procedures and systems in place. These procedures and systems were driven in part to fully comply with existing purchasing contracts, such as Stertil-Koni USA's GSA schedule. Regarding the order processing side of the business, we have multiple checkpoints in place.</p> <p>a) The purchase orders from Sourcwell customers will be reviewed by two different members of the staff.</p> <p>b) All customer purchase orders are also checked for pricing, discount, and all other terms and conditions before the order is entered into the SAP system. We have implemented this order entry review process to catch pricing and discount anomalies prior to the order being inputted into our system.</p> <p>c) Finally, we check the invoice for pricing and discount compliance before the invoice is sent to the customer. Consequently, if there should be an error in the original quote, an error in the purchase order from the Sourcwell customer, or an incorrect order entry input on Stertil-Koni USA's end, it will be discovered in our billing department before we create the invoice.</p> <p>Regarding sales reporting to Sourcwell and contract fees payable to Sourcwell, we will "tag" all sales arriving from the Sourcwell contract with a special code in SAP. The tagging will be done in the Order Entry Department. This process will not be unique to Sourcwell but is part of all order entries. This is also the same procedure and system we are currently using for GSA sales and contract fee reporting. A recent GSA audit confirmed that the procedures and systems we have in place are working very well. The GSA auditor was very pleased with the audit, the procedures, and systems in place at Stertil-Koni USA.</p>	*
64	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Stertil-Koni proposes an administrative fee, payable to Sourcwell for contract facilitation, management, and promotion of the Sourcwell contract, of 1.75%	*

Table 14: Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Because Stertil Koni is an ISO-9001 based company we apply the principles of ISO 9001 in everything we do. We have very sophisticated order entry systems that ensure that the customer is receiving the applicable equipment. We have an elaborate set of criteria that compare order attribution, with ordering confirmation and subsequently delivery parameters. We have a Smith School (University of Maryland) graduate on our staff. Smith School has one of the best highly rated acquisition programs in the United States and we take education and training on the part of our personnel very seriously. Many measures of control are integrated into all of the trackings that we perform. In addition, we have post-audit processes in place that are approved by Ernst and Young one of the foremost auditing firms in the world.
66	Identify any certification(s) that your business or the products included in your proposal have attained or received.	As previously mentioned, SK's products are virtually all ALI (third party certified) approved which means that the customer receives products that are UL, NEC, NFPA, and OSHA certified. We are also moving into the area of shop equipment and while it has not yet taken place all such equipment shall be PACE certified as well.
67	Describe the ability to adapt your products through modification or replacement to address obsolescence resulting from advances in technology.	Generally speaking, Stertil Koni makes every effort to foresee and anticipate product obsolescence in the design of our equipment. For example, Stertil Koni will be introducing a new generation of mobile lifts in 2021 which will include features unheard of and extremely forward-thinking. Rather than leave the thousands of customers with pre-existing technology we will make sure that the new generation mobile is compatible with older models from a software perspective.
68	For installation, repair, maintenance or warranty services included in your proposal, describe the training and/or certifications held or received by your service force.	Stertil Koni is a member of the Automotive Lift Institute (ALI) as such we promote and support the ALI inspector certification program. Our SK factory service people are ALI inspector certified as are a great majority of our distributors. Therefore, certification is an important component of the SK service network.
69	Describe your capabilities as it relates to the serviceability of the products included in your proposal (parts availability, response times, technical support, etc.).	SK maintains a minimum of \$1 million in spare parts for all of the products that we sell and service. SK uses a very sophisticated program called Velogix which ensures continued spare parts availability and assured delivery dates. In addition, SK employs many full-time service personnel that are continually working with our dedicated distributor base and provide training. For example, we are conducting 2 service schools in 2020 that ensure that our distributors have the latest training and technical information available.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 70. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the

zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Attachments 1-3,6 - SK USA Financial Statements - MD Certificate of Good Standing.zip - Thursday January 30, 2020 09:38:58
- [Marketing Plan/Samples](#) - Marketing Samples - Product Catalog - Shop Equipment Catalog.zip - Thursday January 30, 2020 10:18:13
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Attachment 11 - Warranty Policy.pdf - Thursday January 30, 2020 08:54:54
- [Pricing](#) - Commercial and Sourcewell Price List.zip - Thursday January 30, 2020 10:21:40
- [Additional Document](#) - Attachments 4,5,7,8,9,10 - Reseller Authorizations - ALI Certifications - Sales Force - Distributor List.zip - Thursday January 30, 2020 10:56:48

Proposers Assurance of Comp**PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kellie Boehm, Administrative Sales Manager, Steril-Koni USA, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

**AMENDMENT #1
TO
CONTRACT #013020-SKI**

THIS AMENDMENT is by and between **Sourcewell** and **Stertil-Koni USA Inc.** (Vendor).

Vendor has a Sourcewell Contract for Vehicle Lifts, with Garage and Fleet Maintenance Equipment relating to the provision of services by Vendor and to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Section 20. Insurance, Subsection A. Requirements, Item 6 Network Security and Privacy Liability Insurance of the Original Agreement is modified to reduce the minimum limits required from \$2,000,000 to now \$1,000,000 per occurrence and annual aggregate.

Remainder of this page intentionally left blank.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

By: Jeremy Schwartz
Authorized Signature

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 1/25/2021 | 2:43 PM CST

Stertil-Koni USA Inc.

By: Kellie Boehm
Authorized Signature

Kellie Boehm
Name – Printed

Title: Administrative Sales Manager

Date: 1/25/2021 | 1:08 PM CST

Sourcewell–APPROVED:

By: Chad Coauette
Authorized Signature

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 1/25/2021 | 2:51 PM CST