



**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING NOTICE/AGENDA
February 13, 2024 - 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 – January 23, 2024**
- 4. Special Reports: - None**
- 5. Public Hearings - None**
- 6. Plan Commission Reports - None**
- 7. Residents' Comments (agenda items only)**
- 8. President's Report – Administration, Council of Mayors, Northwest Municipal Conference, Strategic Plan Committee**
 - a. **Resolution 24-12:** Approving a Professional Services Agreement with MGT of America Consulting, LLC for Executive Recruitment Services
- 9. Clerk's Report – Family and Senior Services, Advisory Commission on Aging, Chamber of Commerce, Condominium Association**
- 10. Staff Report**
 - a. **Village Administrator**
 - b. **Corporation Counsel**

11. Reports by Trustees

- a. **Trustee Khan** – *Finance Department, Appearance Commission, Lehigh/Ferris TIF (Trustee Travis)*
- b. **Trustee Minx** – *Fire Department, Fire Pension Board, Fire and Police Commission, Special Events Commission, RED Center, NIPSTA (Trustee Thill)*
 1. **Resolution 24-13:** Authorizing a Contract with Division 9 Inc. of Bothell, Washington for the Fire Station #4 Bunk and Living Space Flooring Project
 2. **Resolution 24-14:** Authorizing a Contract with Superb Steel Inc. of Skokie, Illinois for Fire Station #5 Facility Renovations
 3. **Resolution 24-15:** Authorizing the Purchase of a 2027 Emergency-One Cyclone Rescue Pumper E-Max and Declaring the 1993 Pierce Arrow Squad and 2006 Smeal Quint Surplus Equipment
- c. **Trustee Shiba** – *Building Department, Environment & Natural Resources Commission, Legal Department, IT Department Sawmill Station TIF (Trustee Witko)*
- 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 24-16:** Authorizing the Purchase of a New 2024 Ford F250 XL 4X4 Pickup Truck from Sutton Ford Inc., of Matteson, Illinois
- e. **Trustee Travis** – *Police Department, Police Pension Board, Fire & Police Commission, Community Relations Commission, (Trustee Khan)*
 - 1) **Resolution 24-17:** Authorizing Purchase and Service Agreements with Axon Enterprise Inc. of Scottsdale, Arizona for Body Worn Cameras, In-Car Cameras and Related Equipment and Video Storage
- f. **Trustee Witko** – *Community & Economic Development Department, Economic Development Commission, Plan Commission/ Zoning Board Lincoln/Lehigh TIF (Trustee Shiba)*
 - 2) **Ordinance 24-02:** *(Introduced January 23, 2024) (Second Reading):* An Ordinance Approving a Final Plat of Subdivision and Accepting Certain Improvements for the Ponto Collection Subdivision Located on Property Commonly Known as 9312 Shermer Road in Morton Grove, Illinois.
 - 3) **Resolution 24-18:** Authorizing and Approving an Amendment to a Professional Service Agreement between R.M. Swanson Architects PC and the Village of Morton Grove for Construction Management Services for the Morton Grove Metra Commuter Station

12. Other Business

13. Presentation of Warrants: \$1,963,708.48

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
JANUARY 23, 2024**

CALL TO ORDER

- I. Village President Dan DiMaria convened the Regular Meeting of the Village Board at 7:00 p.m. in the Council Chambers of Village Hall.
- II. 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**

Mayor DiMaria asked for a motion to approve the Minutes of the January 9, 2024 Village Board Meeting as presented. Trustee Minx so moved, seconded by Trustee Witko. **Motion passed unanimously.**

IV. **SPECIAL REPORTS**

NONE

V. **PUBLIC HEARINGS**

NONE

VI. **PLAN COMMISSION REPORTS**

NONE

VII. **RESIDENTS' COMMENTS (AGENDA ITEMS ONLY)**

NONE

VIII.

PRESIDENT'S REPORT

1. Mayor DiMaria announced that the Citizens Police & Fire Academy will be back in 2024. It will take place for 12 weeks every Wednesday starting March 6, 2024 to May 22, 2024. Class will be held from 6:30 to 8:30 p.m. He encouraged people to register to participate if they're interested in getting an up-close look at what police and firefighters do. The program is designed to give participants an understanding of the operation of the Morton Grove Police and Fire Departments, and a working knowledge of what law enforcement and firefighting are all about. The classes will be held at Village Hall and are limited to 20 students, so register early. There is no cost for residents to participate. Access the Village's website for the online application form or more information.
2. Mayor DiMaria also announced that February is "National Restaurant Month" and, once again, the Village will be holding a contest encouraging residents to dine at a local eatery, so that they can be in the running to win one of ten \$25 gift cards.
 - a. To enter, you need to submit a phot of you, your friends, or your family dining at a Morton Grove restaurant or submit receipts totaling at least \$25 and bearing a February 2024 date. Entries are due by Monday, March 11. Dine-in, take-out, and delivery are all eligible. Submit your receipts and/or photos to www.mortongroveil.org/dinemg. There's no need to submit photos if you're submitting receipts. The winning entries will be announced at the March 19 Village Board meeting. Only one winner per household. And, new this year, the Village will be featuring on its social media accounts discounted coupons for participating Morton Grove restaurants!
3. Mayor DiMaria invited residents to attend the upcoming Neighborhood Outreach event, taking place at Melzer Elementary School, 9400 Oriole Avenue, Morton Grove on Thursday, February 15, 2024, at 6:00 p.m.
 - a. Mayor DiMaria said this is a great way for people to meet and talk with elected officials and staff to learn about what's happening in the Village, ongoing and new projects, discuss issues one-on-one, ask questions, and meet your neighbors. He added that, for this particular neighborhood outreach, all of Morton Grove's State representatives have been invited to attend, so anyone within the Village who feels that "Springfield" isn't listening will have a chance to talk directly to their State legislators.

IX.

CLERK'S REPORT

Clerk Harford had no formal report this evening.

X.

STAFF REPORTSA. Village Administrator:

1. Mr. Czerwinski said the Village is offering “holiday lights recycling” through February 1, 2024. A holiday light recycling bin is located in the lobby of Village Hall for people to place their non-working or unwanted holiday lights. He emphasized that it should be strings of lights ONLY—no garland or other adornment.
- a. This program is being brought to the Village by the Solid Waste Agency of Northern Cook County (SWANCC) and Elgin Recycling. Mr. Czerwinski said residents should **NOT** place holiday lights in their home recycling containers.
2. Mr. Czerwinski introduced Morton Grove’s new Economic Development Administrator, Brandon Nolan. Zoe Heidorn, who has been in that role, has accepted the position of Assistant Village Administrator.
3. Mr. Czerwinski then presented **Resolution 24-08, Authorizing Participation in the Northern Illinois Municipal Electric Collaborative (NIMEC) and Authorizing the Village Administrator to Approve Contracts for Electricity for Village-Owned Buildings, Facilities, and Infrastructure.**
 - a. He explained that, since 2007, when Illinois deregulated the purchase of electricity, electricity suppliers have been able to compete against Commonwealth Edison for the purchase of electricity. ComEd no longer offers a fixed energy rate for large or medium sized commercial accounts. In 2017, in order to secure a fixed rate for electricity for municipal buildings, water pumping stations, and parking lot lighting infrastructure, the Village evaluated qualified electrical energy brokers and selected NIMEC to serve as its electrical energy broker. NIMEC has represented over 170 member municipalities, park districts, water districts, and libraries in northern Illinois, and the Village has worked with NIMEC since 2008. Village staff has recommended the Village continue to use NIMEC as its electrical energy broker in 2024. If the Village chooses an electricity supplier recommended by NIMEC, NIMEC’s compensation will be included in the contracted electricity prices, so there will be no direct payment made to NIMEC by the Village. Mr. Czerwinski noted that using NIMEC has been very beneficial to the Village in the past—it’s been a great success.
 - b. Mr. Czerwinski said this Resolution designates NIMEC as the Village’s broker for purposes of obtaining electricity. Due to time constraints and procedures required for the acceptance of a competitive bid for the supply of electricity, this Resolution will also authorize the Village Administrator to negotiate and execute a contract with the most optimal bidder for the acquisition of electrical energy for the Village-owned buildings, facilities, and infrastructure, including its water pumping stations and parking lot lighting, for a term of up to 36 months. This authority shall begin upon the adoption of the Resolution and terminate at the end of the current calendar year. Mr. Czerwinski asked that this Resolution be supported by a motion and second of the Board.

Trustee Minx so moved, seconded by Trustee Shiba.

X. **STAFF REPORTS** (continued)A. Village Administrator: (continued)

- c. Trustee Thill asked if NIMEC would handle the Village's residential customers as well. Mr. Czerwinski responded no, but they could. Right now this is just about getting competitive electricity rates for Village-owned buildings, facilities, water pumping stations, and parking lot lighting. He added, in recent years, ComEd has been competitive for providing residential and small business electricity.

Mayor DiMaria called for the vote on Resolution 24-08.

Motion passed: 6 ayes, 0 nays.

Tr. Khan aye
Tr. Thill aye

Tr. Minx aye
Tr. Travis aye

Tr. Shiba aye
Tr. Witko aye

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:

1. Trustee Minx presented **Resolution 24-09, Authorizing the Execution of an Agreement Between the Village of Morton Grove and Johnny Rockets Fireworks Display Corporation, for the 2024 Morton Grove Days Fireworks Display.**
 - a. She explained that, for several decades, the Village's Morton Grove Days festivities have included a fireworks display as part of its Fourth of July activities. The Village conducted a competitive bidding process for the fireworks display in 2023 and the Johnny Rockets Fireworks Display Corporation of Vernon Hills, IL was determined to be the successful bidder. The Johnny Rockets Fireworks Display Corporation provided the fireworks display for the 2023 Morton Grove festivities met or exceeded the Village's expectation for safety, quality, and duration. The 2023 proposal from this vendor also included the option for the Village to extend the contract for three (3) additional years (2024, 2025, and 2026) at the Village's sole discretion.

XI. **TRUSTEES' REPORTS** (continued)B. Trustee Minx: (continued)

- b. This Resolution will authorize a contract extension for 2024 and further authorizes the Village Administrator to execute a contract extension for 2025 and/or 2026 without further Village Board action if said contract extension(s) are warranted by the then-existing circumstances. The 2024 contract extension specifications include a full-scale, safe display for a fee of \$30,000.00.

Trustee Minx moved to approve Resolution 24-09, seconded by Trustee Witko.

- c. Trustee Thill questioned whether the money for this comes out of the Village's funds. Mr. Czerwinski said it does not. The Morton Grove Days Commission is a 501(c)3 entity which raises all the funds to pay for the entire Morton Grove Days event annually.

Mayor DiMaria called for the vote on Resolution 24-09.

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>

C. Trustee Shiba:

Trustee Shiba had no formal report this evening.

D. Trustee Thill:

1. Trustee Thill presented **Resolution 24-10, Appropriation of 2024 Motor Fuel Tax Funds for the Maintenance of Streets and Highways.**
- a. Each year, the Village receives a portion of the motor fuel taxes collected by the State. These funds must be spent on the eligible improvements of roadways. The State requires an estimate and statement of the maintenance expenses for each year of the program. For 2024, the estimate is \$738,000.00.

Trustee Thill moved, seconded by Trustee Travis, to approve Resolution 24-10.

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>

XI. **TRUSTEES' REPORTS** (continued)

D. Trustee Thill: (continued)

2. Next, Trustee Thill presented **Resolution 24-11, Authorizing the Purchase of a New 2024 John Deere 544P Front End Loader From West Side Tractor Sales Company.**
 - a. Public Works Vehicle Maintenance Division routinely reviews vehicles and equipment for fuel economy, safety, dependability, age, and excessive repair cost. During this review the staff has recommended the 1996 John Deere 544G be replaced.
 - b. The purchase of a new John Deere 544P Front End Loader was competitively bid through Sourcewell Procurement Agency pursuant to Contract #011723-JDC with West Side Tractor Sales Company of Wauconda, IL being the authorized regional John Deere dealer for this contract.
 - c. Village staff negotiated a contract with West Side Tractor Sales Company, who has agreed to take the 1996 John Deere 544G Front End Loader, one 1996 Front End Loader Bucket, and one 2014 V-Plow as a trade-in. The trade-in value for those three items totals \$23,000, which has been deducted from the list price of \$319,267.22. The financial impact of this Resolution is \$296,267.22.

Trustee Thill moved to approve Resolution 24-11, seconded by Trustee Travis

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 Travis:

Trustee Travis had no formal report this evening.

F. Trustee Witko:

1. **Ordinance 23-32, Approving a Text Amendment to Clarify Regulations Relating to Short-Term Dwelling Units in Morton Grove, Illinois.**
 - a. Trustee Witko said she was presenting for a third reading Ordinance 23-32, which approves a Text Amendment to clarify regulations relating to short-term dwelling units in the Village.
 - b. Village staff currently enforces a Village-wide prohibition on short-term dwelling units pursuant to Section 12-17-1 of the Village Code, which excludes "tourist homes" from the definition of a "dwelling," and Section 12-4-1: E.4, which states that uses not specified in the district classification lists are not allowed.

XI. **TRUSTEES' REPORTS** (continued)

F. Trustee Witko: (continued)

- c. The Unified Development Code (Title 12) does not define “tourist home,” does not list the use as allowed in any zoning district, and does not establish use standards. Due to an increasing number of short-term dwelling units (e.g., Airbnb and VRBO rentals) in Morton Grove and resident complaints received by staff relating to the unauthorized use, staff made an application under Plan Commission Case PC 23-16 requesting a text amendment to define “short-term dwelling units” and list the use as a prohibited use in the zoning district matrices to provide greater clarity in the code and support enforcement efforts (“Application”).
- d. Trustee Witko said, at public hearings held on August 15, September 19, October 17, and November 21, 2023, the Plan Commission considered the proposed amendments relating to short-term dwelling units and considered public comment both in support of and against legalization of the use. At the request of the Plan Commission, staff prepared draft language that legalized the use and established use standards, which was considered by the Plan Commission at the November 21, 2023 meeting. At that meeting, staff appeared before the Commission to present the draft language legalizing short-term dwelling units. The Commission voted 4-2 to recommend legalizing short-term rentals in the Village, subject to certain conditions.
- e. Ordinance 23-32 legalizing short-term dwelling units as recommended by the Plan Commission was presented to the Village Board for a first reading on December 12, 2023, and a second reading on January 9, 2024. Due to concerns with legalization of that use, the Village Board, at their January 9 meeting, voted to continue the case and requested that Ordinance 23-32 be rewritten to conform to the original Application confirming and clarifying the prohibition on short-term dwelling units.

Trustee Witko moved to adopt Ordinance 23-32 as presented, seconded by Trustee Travis.

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>

Mayor DiMaria noted that, although people often think the Village Board votes as a “rubber stamp” or that he, as mayor, “drives” the Board’s votes, he can honestly say that’s not the case, because he was not anti-Airbnb, he said, and would not have voted on prohibiting them.

- 2. Trustee Witko then presented for a first reading **Ordinance 24-02, Approving a Final Plat of Subdivision and Accepting Certain Improvements for the Ponto Collection Subdivision Located on Property Commonly Known as 9312 Shermer Road in Morton Grove, Illinois.**
 - a. She explained that the property commonly known as 9312 Shermer Road is a 1.565-acre site and is zoned R-1 Single Family Residence. Based on the Planned Unit Development (PUD) Special Use Permit and the Subdivision Applications submitted for the subject property by Varda and Company, LLC (“Developer”) under Case PC 22-13, on January 24, 2023, the Village Board of Trustees passed

XI. **TRUSTEES' REPORTS** (continued)

F. **Trustee Witko: (continued)**

Ordinance 23-02 approving for the subject property a PUD Special Use Permit authorizing the development of six (6) single-family detached dwellings and a preliminary plat of subdivision to create seven (7) new lots of record, one of each new single-family residence and one for the common areas to be owned and maintained by a homeowner's association.

- b. The Village Engineer has provided a certificate of conformance for the development's required improvements and the Develop has fulfilled the requirements and obligations required by Section 12-8-3 prior to the Village Board's approval of the final plat of subdivision. Upon the approval of the Board of the final plat of subdivision, the plat and declaration will be recorded with the Cook County Clerk and the Department of Building and Inspectional Services will be able to issue permits for vertical construction of the six (6) single-family residences.

Trustee Witko said, as this is the first reading of this Ordinance, no action will be taken this evening.

XII. **OTHER BUSINESS**

NONE

XIII. **WARRANTS**

Trustee Khan presented the Warrant Register for January 23, 2024 in the amount of \$468,006.14. She moved to approve the Warrants as presented, seconded by Trustee Minx.

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**

1. **Laura Yates, 7821 Linder** said she had wanted to comment regarding Ordinance 23-32 and didn't realize she should have done so under "Residents' Comments—Agenda Items Only."
 - a. She said she and her husband have been Airbnb hosts for the last year. She felt that having "short-term dwelling units" would be of benefit to the community and cited the Village's "four pillars" as presented in the recently updated Strategic Plan. "Community" is one such pillar. One of the things the Village desires is to continue and enhance senior services. One thing seniors primarily want to do is live in their homes, to maintain their independence, including financial independence. Mrs. Yates said tonight's ruling will mean that they can no longer make the money they did by renting out their home, and therefore, will probably end up selling it.

XIV.

RESIDENTS' COMMENTS (continued)

- b. "Economy" is another pillar. Mrs. Yates felt that Airbnb's in the Village would continue to attract small businesses, and would provide potential tax benefits. She said studies show that travelers like to shop and dine near their motel. The Village only has two motels and neither has garnered positive reviews. On the other hand, short-term rentals are spread throughout the Village and drive travelers and shoppers to the interior of the Village. She pointed out that, in the 2.5 months since Oak Park passed its new Airbnb ordinance, 37 short-term rentals have been licensed, and Oak Park officials state that those Airbnb's have brought in \$62,868 in revenue. She asked, "Rather than banning us, wouldn't it have been better to partner with us?"
 - c. Mrs. Yates said Airbnb's provide a pleasant alternative to hotels or motels. The most common objection to Airbnb's is that people don't want strangers right next to them. In 2017, the Board voted in favor of a "welcoming" ordinance which would preserve and protect inclusion. The vote on Ordinance 23-32 has already been taken, but she asked the Board to think with a clear head, and to not look at Airbnb hosts as irresponsible slum lords. The majority of our neighboring towns already has approved of Airbnb's. She said she was very disappointed in the Board's vote.
2. **Rudy Vilk.** Mr. Vilk said the mayor is not responding to his queries and the Village Administrator is telling him the matter is closed. He wondered why his concerns were being ignored. Mayor DiMaria asked Mr. Vilk if he had anything new to comment about, because these are all claims and accusations he's been making for the last couple of years. Seeing that Mr. Vilk had nothing new to bring up, Mayor DiMaria called for the meeting to be adjourned.

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 7:29 p.m.

PASSED this 13th day of February, 2024.

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

APPROVED by me this 13th day of February, 2024.

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

APPROVED and FILED in my office this 14th day of February, 2024.

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

Minutes by Teresa Cousar

Legislative Summary

Resolution 24-12

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MGT OF AMERICA CONSULTING, LLC FOR EXECUTIVE RECRUITMENT SERVICES

Introduced:	February 13, 2024
Purpose:	To authorize the Village Administrator to execute a contract with MGT of America Consulting, LLC for Recruitment Consulting Services for a new Village Administrator
Background:	<p>The Village Administrator is responsible for the day-to-day administration of the Village, the direction and supervision of all departments, the preparation and management of the Village budget, the implementation of all Village ordinances and resolutions, and the care and custody of all Village property. Village Administrator Ralph E. Czerwinski has announced that he will be retiring in June 2024 after almost 50 years of public service including his tenure as Village Administrator since 2015.</p> <p>Mayor DiMaria is responsible for the selection and appointment of the Village Administrator, subject to the concurrence in the Village Board. Given the importance of this appointment, the Village Board has recommended the Village engage the services of a consulting firm with expertise in the search and selection of municipal officials.</p> <p>GovHR USA is a highly recommended leader in the field of local government recruitment and selection, and since 2019 has successfully conducted over 38 recruitments for municipal managers and administrators in Illinois alone. GovHR has recently assisted the Village in the selection of its current Fire Chief and Public Works Director. GovHR has recently been acquired by MGT of America Consulting, LLC (MGT). MGT is a nationally respected leader in public sector consulting services.</p> <p>MGT has proposed to conduct an executive recruitment search for Village Administrator which will include the assessment of the position, preparation of a recruitment brochure, extensive targeted marketing for the position, evaluation, initial screening and interviewing of applicants, background check of chosen candidate, and salary and benefit negotiations. The process is expected to last 12 to 14 weeks and cost \$20,500.00 plus advertising and recruitment expenses resulting in an anticipated total cost of \$24,500.00. This Resolution will authorize a contract with MGT consistent with its proposal.</p>
Depart. Affected	All Departments
Fiscal Impact:	Approximately \$24,500.00
Source of Funds:	2024 General Funds Account Number 02-10-11-55-1170
Workload Impact:	The Mayor, Village Administrator and Corporation Counsel will manage the contract as part of their normal workload.
Admin. Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Ralph E. Czerwinski, Village Administrator
Prepared by: Teresa Hoffman Liston, Corporation Counsel

RESOLUTION 24-12

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MGT OF AMERICA CONSULTING, LLC FOR EXECUTIVE RECRUITMENT SERVICES

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 Village Administrator of Morton Grove is responsible for the day-to-day administration of the Village, the direction and supervision of all departments, the preparation and management of the Village budget, the implementation of all Village ordinances and resolutions, and the care and custody of all Village property; and

WHEREAS, Village Administrator Ralph E. Czerwinski has announced that he will be retiring in June 2024 after almost 50 years of public service including his tenure as Village Administrator since 2015; and

WHEREAS, Mayor DiMaria is responsible for the selection and appointment of the Village Administrator, subject to the concurrence of the Village Board. Given the importance of this appointment, the Village Board has recommended the Village engage the services of a consulting firm with expertise in the search and selection of municipal officials to assist the Mayor and the Village Board with this selection process; and

WHEREAS, GovHR USA is a highly recommended leader in the field of local government recruitment and selection, and since 2019 has successfully conducted over 38 recruitments for municipal managers and administrators in Illinois alone. GovHR has recently assisted the Village in the selection of its current Fire Chief and Public Works Director; and

WHEREAS, GovHR has recently been acquired by MGT of America Consulting, LLC (MGT). MGT is a nationally respected leader in public sector consulting services; and

WHEREAS, MGT has proposed to conduct an executive recruitment search for the Village Administrator which will include the assessment of the position, preparation of a recruitment brochure, extensive targeted marketing for the position, evaluation, initial screening and interviewing of applicants, background check of chosen candidate, and salary and benefit negotiations. The process is expected to last 12 to 14 weeks and cost \$20,500.00 plus advertising and recruitment expenses resulting in an anticipated total cost of \$24,500.00; and

WHEREAS, it is in the best interest of the Village to engage the services of MGT of America Consulting, LLC for executive recruitment services for the selection of the Village Administrator of Morton Grove.

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 with MGT of America Consulting, LLC consistent with its proposal for executive recruitment services for the selection of the Village Administrator.

SECTION 3: The Village Administrator, Corporation Counsel and their designees are authorized to take all steps necessary to implement the contract.

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

Passed this 13th day of February 2024.

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

Approved by me this 13th day of February 2024.

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

Attested and Filed in my office this
14th day of February 2024.

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

Legislative Summary

Resolution 24-13

AUTHORIZING A CONTRACT WITH DIVISION 9 INC. OF BOTHELL, WASHINGTON FOR THE FIRE STATION #4 BUNK AND LIVING SPACE FLOORING PROJECT

Introduced:	February 13, 2024
Purpose:	To authorize the Village Administrator to execute a contract with Division 9 Inc., of Bothell, Washington for the Fire Station #4 Flooring Project.
Background:	Fire Department staff at 6250 Lincoln Avenue (Fire Station #4) utilize the bunk side of the facility as their living quarters. Fire Station #4 currently has 1,936 square feet of carpet in the crew side of its living quarters. Carpet in fire stations collect contaminants and potentially infectious materials from response footwear worn by fire and EMS personnel and therefore do not meet NFPA standards. Public Works Building Maintenance staff and Fire Department staff recommend that the carpeting in the bunk side living space including the bunk room, hallway, and locker room of Station #4 be removed and replaced with vinyl plank flooring. This flooring improvement will provide long-term health benefits to Fire Department staff as well as ease of cleaning and long-term maintenance. The removal, purchase and installation of flooring was competitively bid through the Sourcewell procurement agency, Contract #061323-DV9 (Exhibit "A"), with Division 9 Inc. of 18311 Bothell Everett Hwy., Suite 110, Bothell, Washington being the low bidder in the amount of \$26,290.44 (Exhibit "B"). This contract must conform to the requirements of the Prevailing Wage Act.
Departments Affected	Fire and Public Works Department
Fiscal Impact:	\$26,290.44
Source of Funds:	2024 Account Numbers 15-10-79-57-1031
Workload Impact:	The Public Works Department, as part of their normal work activities, will manage and implement the project.
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: Mike Lukich, Director of Public Works
Prepared by: Bill Burns, Public Works Facilities Superintendent

RESOLUTION 24-13

AUTHORIZING A CONTRACT WITH DIVISION 9 INC., OF BOTHELL, WASHINGTON FOR THE FIRE STATION #4 BUCK AND LIVING SPACE FLOORING PROJECT

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 Building Maintenance Division routinely reviews facilities to determine where improvements are necessary; and

WHEREAS, Fire Station 4 currently has 1,936 square feet of carpet in the crew side of its living quarters; and

WHEREAS, carpet in fire stations collect contaminants and potentially infectious materials from response footwear worn by fire and EMS personnel and therefore do not meet NFPA standards; and

WHEREAS, the Building Maintenance and Fire Department staff recommend that the carpet in the living-quarter side bunk room, hallway, and locker room of Station 4 be replaced with vinyl plank flooring, and

WHEREAS, this flooring improvement will provide long-term health benefits to Fire Department staff as well as ease of cleaning and long-term maintenance, and

WHEREAS, the purchase and installation services for vinyl plank flooring has been competitively bid through the Sourcewell Procurement Agency through its Contract #061323-DV9 (See Exhibit "A"); and

WHEREAS, Division 9 Inc. of 18311 Bothell Everett Hwy., Suite 110, Bothell, Washington was selected by the Sourcewell Procurement Agency as its responsible vendor for Contract #061323-DV9, and has quoted a price for the Station 4 project in the amount of \$26,290.44 pursuant to (Exhibit "B"); and

WHEREAS, client references furnished by Division 9 Inc. are favorable; and

WHEREAS, this contract must conform to the requirements of the Prevailing Wage Act; and

WHEREAS, funding for the above work in the amount of \$26,290.44 is available in the 2024 Budget account number 15-10-79-57-1031.

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 Division 9 Inc. of 18311 Bothell Everett Hwy., Suite 110, Bothell, Washington in the amount of \$26,290.44.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with Division 9 Inc. for the Fire Station 4 Flooring Project in the amount of \$26,290.44.

SECTION 4: The Village Administrator, Director of Public Works and Fire Chief or their designees are authorized to take all steps necessary to implement the contract with Division 9 Inc.

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

Passed this 13th day of February 2024.

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Travis _____

Trustee Thill _____

Trustee Witko _____

Approved by me this 13th day of February 2024.

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

Attested and Filed in my office this
14th day of February 2024.

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

Exhibit "A"

061323-DV9

**Solicitation Number: 061323****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Division 9 Inc., 18311 Bothell Everett Hwy., Suite 110, Bothell, WA 98012 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Flooring Materials with Related Supplies and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires August 9, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity'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. Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity'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 Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, 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 Participating Entity at the time of purchase.

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, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier 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 Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier 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 Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier 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 Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development 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); and
- 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 Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity'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. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier 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, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **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 Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. 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.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier 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.* Supplier 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), or equivalent. 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 liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier 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), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier 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 Supplier'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 Supplier 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, Supplier 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 Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier 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 Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. 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.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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 the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities 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. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’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. Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier 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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 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, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier'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 Supplier'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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

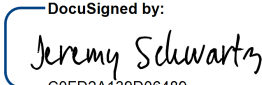
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION


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

Sourcwell

Division 9 Inc.


DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
8/4/2023 | 2:13 PM CDT
Date: _____

DocuSigned by:

E41406F1567D448...

By: _____
Melissa Rossi
Title: President
8/4/2023 | 1:58 PM CDT
Date: _____

Approved:

DocuSigned by:

48BAF71B0894454...

By: _____
Chad Coauette
Title: Executive Director/CEO
8/4/2023 | 2:18 PM CDT
Date: _____

RFP 061323 - Flooring Materials, with Related Supplies and Services

Vendor Details

Company Name:	Division 9 Flooring
Does your company conduct business under any other name? If yes, please state:	no
Address:	18311 Bothell Everett Hwy, Ste 110 Bothell , WA 98012
Contact:	Melissa Rossi
Email:	mrossi@d9projects.com
Phone:	425-876-4381
HST#:	42-1562466

Submission Details

Created On:	Monday May 15, 2023 13:40:36
Submitted On:	Tuesday June 13, 2023 15:14:53
Submitted By:	Melissa Rossi
Email:	mrossi@d9projects.com
Transaction #:	8f67af38-000b-42da-b477-4696272f2cb4
Submitter's IP Address:	174.247.179.159

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Division 9 Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	No subsidiaries of Division 9 Inc. exist.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Division 9 Flooring	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	7G XK8 / LF8EVQ9QJWJ3	*
5	Proposer Physical Address:	18311 Bothell Everett Hwy Suite 110 Bothell, WA 98012	*
6	Proposer website address (or addresses):	www.d9projects.com www.division9flooring.com	*
7	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):	Melissa Rossi, President mrossi@d9projects.com 425-876-4381	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Melissa Rossi, President mrossi@d9projects.com 425-876-4381	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jaymee Niemann, Chief Estimator & Contract Administrator jniemann@division9flooring.com 425-205-4020 Jeff Shumway, Business Development jshumway@division9flooring.com 425-205-4020	

Table 2A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response	
-----------	----------	----------	--

10	Provide a detailed description of the products, and services that you are offering in your proposal.	<p>We offer flooring & related products in the following categories, sourced from reputable, industry-leading manufacturers who have dedicated production capacity to Division 9 for the purpose of this contract:</p> <ul style="list-style-type: none"> - Carpet, Rugs & Matting systems - both custom and running line, all formats, and with remarkable sustainability options. - Resilient sheet and tile - both Rubber and Vinyl, all formats, and with unique recycling programs. - Luxury Vinyl Tile/Plank (LVT/LVP) - both custom and running line, multiple thicknesses and with/without acoustical underlayment pad. We also offer exclusive sustainability options in this category. - Engineered Hardwoods - several styles in a traditional format and thickness, including all typical matching trims & accessories. - Ceramic, Porcelain & Natural Stone tiles - most options stocked domestically, various patterns, sizes, and accessories available. - Polished Concrete - densifiers, sealers, stains and various finish levels available. - High performance Floor Coatings (epoxy, urethane) - industrial-grade and decorative options available. - Hybrid Flooring - unique product line that combines the best characteristics of hard and soft-surface products, ideal for schools, healthcare and high-traffic areas. 	*
11	What levels of service (material only, turnkey, other) are being proposed?	All of our products are sold with optional installation and maintenance services. We both subcontract and self-perform these services, through the US and Canada. A Sourcewell buyer may choose to install products on their own and we will provide general instructions and guidance. Alternately, the buyer may request installation services from Division 9. We will determine the best installer based on geography and job requirements, and hire them to perform the project on our behalf. In some cases when specialized installation services are needed, we will perform the work with our own staff installers.	*
12	Does the response include installation services?	<p>Yes. All of our products listed can be installed by Division 9 or our partner installation resources. We have over 20 years of direct experience installing a wide variety of products, and maintain technical certifications and ongoing education where available. We will not sell a product until we are confident installing it ourselves.</p> <p>Proper training starts at the top: The owner of Division 9, Melissa Rossi, serves on numerous industry boards and trade panels, constantly researching and observing industry trends and newer technologies for warrantable and long-lasting installations. We invite key manufacturers into our building approximately once a month for product demonstrations, technical training and awareness, and to build relationships with the mills. Our sales team is required to participate in mock-ups of unfamiliar and familiar products alike. We even play flooring installation trivia once a quarter as a company!</p> <p>Division 9 is also a member-owner of the North American flooring dealer co-operative Fuse Alliance, with over 245 member-owner locations across the US and Canada. This alliance brings together the best flooring dealers on a standardized platform, and includes access to industry experts including former ASTM board members, to train and advise us of proper installation methods. Fuse Alliance conducts weekly training sessions on topics at all levels of the installation business, from measuring to tooling to chemical compatibility and beyond. All training sessions are available to our staff and subcontractors alike, and cover a wide breadth of product categories - including all of those being offered on this contract.</p>	*
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	See below.	
14	How does the Participating Entity select an installer?	The Participating Entity would be choosing Division 9 to handle installer selection. Division 9 subcontractors undergo a rigid qualification process, based upon the WA State Labor & Industries 7-point subcontracting test, which serves two purposes for us. First, this test formalizes the business information we need to ensure a subcontractor is equipped with insurance and structure to support the work they are committed to performing. Second, we ensure compliance in numerous localities by modeling our program after one of the most compliance-focused states in the US. Once compliance is attained, Division 9 chooses the installation firm based on skill, availability, and relationship. Sourcewell Participating Entities are always welcome to request a preferred installation firm as well.	
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	Post-onboarding, we track subcontractor firms on multiple levels using a kanban virtual management board and tagging system. Firms are tagged and bucketed to their specialties, the current status of documentation including insurance renewals, licensing, and general responsiveness. We have a Project Coordinator monitoring this board for compliance and other issues on a daily basis, as well as a weekly Teams chat focused on compliance prior to payment.	*

16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	We require all buyers to sign a copy of our proposal, which includes our standard terms & conditions along with relevant pricing. For larger, multi-phased projects, we require a standard AIA form of agreement between owner and prime contractor.	*
----	--	--	---

Table 2B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of products or services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
17	Resilient	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer both sheet and tile/plank formats of resilient flooring, with options for bio-based material, high-moisture adhesives/backings, and fully customizable patterning (laser cutting available).
18	Ceramic	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our tiling options are vast; we have included domestically stocked porcelain, ceramic and glass lines that are most relevant to commercial settings, as well as various accent pieces and decorative options.
19	Porcelain Tile	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our tiling options are vast; we have included domestically stock porcelain, ceramic and glass lines that are most relevant to commercial settings, as well as various accent pieces and decorative options.
20	Wood	<input checked="" type="radio"/> Yes <input type="radio"/> No	All of our wood options are engineered hardwood, with wire brush finishes and a commercial-grade 9/16" thickness. We also offer matching trims and accessories such as stair treads.
21	Hardwood	<input checked="" type="radio"/> Yes <input type="radio"/> No	All of our wood options are engineered hardwood, with wire brush finishes and a commercial-grade 9/16" thickness. We also offer matching trims and accessories such as stair treads.
22	Laminate	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our LVT/LVP options come in various thicknesses, with and without attached acoustical padding. We offer the only bio-degradable luxury vinyl plank option available in the North American market.
23	Rubber	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer an industry-leading rubber flooring with both sheet and modular options, as well as an exclusive recycling option that is both cost- and carbon-efficient.
24	Vinyl	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our vinyl sheet options have been the industry standard for over a century, and can include integral coving, specialized epoxy adhesives under rolling loads (such as hospital beds), and fully customizable patterning (laser cutting available).
25	Broadloom	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our broadloom options are best-in-class, coordinating with our carpet tile styles and ideal for applications such as staircases, ballrooms/event centers, and housing. We offer the only bio-degradable broadloom carpet option available in the North American market, which is fully design-customizable.
26	Carpet Tile	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer a wide variety of carpet tile styles, backings, shapes and face weights. We offer the only bio-degradable carpet tile option available in the North American market, which is also fully design-customizable.

27	Epoxy	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>We offer 8 different resinous hermetic systems. The capabilities of these systems include warehouse, industrial, commercial kitchens, laboratories, school hallways & cafeterias. All offered systems are readily available nationally and meet all known indoor air quality and environmental standards. Resinous systems used for this category would include; Urethane cements for heavy thermal shock areas, Exterior walkways & features, interior overlays, stamped & moldable systems, stained floors and reflective metallic flooring.</p>
28	Flooring hybrids	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>We offer a composite textile product in multiple styles, which combines the best features of resilient and soft-surface flooring. Long-term maintenance and operations costs are lower than traditional flooring, and indoor air quality is improved, without sacrificing aesthetic or function. Ideal for schools and other public spaces. Contains 45% post-consumer recycled material: each tile contains the equivalent of 27 plastic water bottles.</p>
29	Floor mats	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our offering includes for Area "C"-heavy scrub, Area "B" mid range particulate removal and finally Area "A" fine particle & dust removal. A number of patterns and colors are available to fit any design aspects needed. Heavy denure fiber and waterproof backings are typical to allow for aggressive cleaning & maintenance.</p>
30	Rugs	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>All of our broadloom and carpet tile options can be made into rugs using the proper adhesive and binding method. We also offer the only bio-degradable rug option available in the North American market, which is fully design-customizable.</p>
31	Supplies related to the removal, installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our offering in this category cover moisture mitigation, floor primers and specialty adhesives that may be needed to install new flooring. This category also includes all supplies and solutions needed for soft and hard flooring surfaces, re-sealing polished concrete floors, re-finishing wood gym floors, grout sealers & enhancers for ceramic tile applications. Tooling can vary and is outcome based, not brand specific for this category.</p>

32	Services related to the removal (including take back and recycling), installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Reclamation capabilities are dependent on geographic regions. We are offering national recycling of carpet removed from a building for a fee that will vary based on location. Most of the carpet tile offered can be installed with an adhesive free system if that is a preference. Restoration of existing wood flooring, linoleum and ceramic tile are possible using a number of different offered systems. Restoration of sheet vinyl and Carpet tile is conducted through extensive multistep cleaning. We offer an entire group of carpet and LVT that is biodegradable in a landfill after it's useful life. Our rubber flooring products have a unique reclamation program that involves restoration of the original product versus destroying and reconstituting the raw material. As often as possible selecting products that will last longer is the best way to minimize environmental impact of product selection.
----	--	--	--

Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
33	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We are offering Sourcewell Participating Entities our very best pricing, discounts and payment terms.

Table 4: 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 *	
34	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.	Our pricing is based on line-item discounts to the Sourcewell Participating Entity, which average 30%. We do not have SKU pricing, as our categories have many sub-options that do not affect pricing but do affect the ordering SKU.	*
35	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	Installation services are included in our proposal and will be quoted per-project. The pricing in our proposal is the not-to-exceed price per unit for each listed service. Some services are too broad to price per unit, for example custom sheet vinyl laser-cut patterns. These services will be quoted per-project for the exact specification of the work. We will follow the mandate of the locality in which prevailing wages apply when sourcing installation labor. Our accounting team is well-versed in prevailing wages on both state-level and federal projects, and attends continuing education courses at least once a year. We have been audited numerous times on prevailing wage projects over the past 20 years, and have never been assessed a penalty or even a balance due on wages.	
36	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.	We are offering an average 30% discount to Sourcewell Participating Entities, off our list price for products and services. In addition, our product pricing has been negotiated with our manufacturers at varying discounts from their everyday wholesale price, so Sourcewell Entities purchasing from Division 9 are receiving extended discounts beyond the 30% stated on our pricing worksheet.	*
37	Describe any quantity or volume discounts or rebate programs that you offer.	Yes, volume discounts are available up to 5% of the value of products. We negotiate discounts per-project, and the percentage is variable based upon project size, duration, and storage/handling requirements.	*
38	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.	Because our listed products and services cover such a wide variety of floor covering scopes, Sourcewell and its Participating Entities will know what their project should cost by reviewing our price list with few exceptions. When an "open market" item is listed, we will provide the product at the manufacturer's quoted cost plus a 12% markup.	*
39	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.	We have included nominal freight pricing on our discounted price list. Air or barge freight and local handling cannot be estimated and will be quoted per-project. We have excluded any/all applicable taxes, which will be assessed per project without markup.	*
40	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight and handling costs will be disclosed on each quote, and will vary per project. We use a variety of shipping and handling resources and have close relationships with both mill trucking as well as third party/LTL shippers. We will source at least two freight quotes per order to ensure competitive pricing.	*
41	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All of the manufacturers in our proposed product list have shipping and delivery lines to Alaska, Hawaii and Canada. Our third-party carriers also service these areas.	*
42	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We are able to ship products by truck, rail, air freight and barge. We have experience with US and Canada customs requirements.	*

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *	
43	Describe your payment terms and accepted payment methods.	Our standard payments terms are 1% 20, Net 30 from date of invoice. Non-cancellable product orders require up to 100% down payment prior to order confirmation. We accept all major credit cards, checks and electronic transfers.	*
44	Describe any leasing or financing options available for use by educational or governmental entities.	We do not have any products or items to lease, as we are generally providing an installed product. However, financing terms are negotiable with the individual entities and would carry market-rate interest and a term acceptable to the buyer.	*
45	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We will receive information from prospective buyers either via email, phone call, or website inquiry (intake form attached). In each case we will be receiving basic project information that will prompt a series of questions and answers to define the project scope. Once the scope of work is agreed to, we will issue a standard Division 9 proposal for products and services (attached), which contains our terms and conditions for most projects. When we are asked to do a larger project that may have multiple phases, we will utilize the AIA contract form between owner and prime contractor (attached).	*
46	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	There is no additional cost to Sourcewell participating entities to use a P-card to purchase our products or services.	*

Table 6: Audit and Administrative Fee

Line Item	Question	Response *	
47	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities 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 Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We have tailored pricing worksheets for use by our sales force that accounts for controlled pricing agreements such as Sourcewell. In addition, our accounting system allows for all Sourcewell transactions to be tracked. We have fully-customizable on-demand reporting that will be designed to show account-level revenue as well as administrative fees. Our contract administrator will manage and report on all Sourcewell transactions as required.	*
48	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.	We utilize both a CRM and an ERP system that have coding and tagging capabilities tailored to the revenue source and account name, along with specific reporting for prospective and completed transactions. If awarded, we will set annual sales goals / KPIs for individual salespeople for work sold to Sourcewell Participating Entities. We also conduct periodic incentive programs for salespeople and reward the winner with a special bonus, and will tailor a program to Sourcewell projects.	*
49	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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.)	Division 9 will pay a 2% administrative fee to Sourcewell, of all gross sales (excluding tax) earned from the contract.	*

Table 7: Company Information and Financial Strength

Line Item	Question	Response *	
-----------	----------	------------	--

50	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>Division 9 was founded in the 4th bedroom of our founder, Chuck Young, after becoming disenfranchised with the dealer he worked for at the time. Chuck immediately hired his friend Melissa Rossi to set up operations and finance, and a year later brought on his uncle Mike to help expand the business. Over the next 15 years Chuck and Mike dominated the local flooring market with their installation expertise, training and development of a bench of qualified successors. Division 9 grew by exponential factors for many years, successfully. In 2018, Chuck retired and Melissa Rossi took the helm as President and CEO. In 2021, Mike also retired.</p> <p>Melissa now operates the company as a majority shareholder and Board Chairwoman, and is also a Director of the Board of Fuse Alliance as well as the American Subcontractor's Association. Division 9 is a long-respected installation resource to many national general contractors as well as end users, and successfully serves clients in multiple states. Our philosophy is to treat each floor as if it were our own, literally walking in the shoes of our clients to ensure that our own standards are met by each installation.</p> <p>Upon taking control of the company, Melissa Rossi established a strategic plan that covers three key pillars of doing business at Division 9: First, innovation to provide value. We believe that new ideas are essential to adaptability and the speed of our modern global economy. Second, growth and development of people. Our employees and subcontractors, as well as our community, are affected by our conduct as a business. By investing in people first, we are providing our clients with an unparalleled service promise. Third, recession-proofing our business. We understand that construction is volatile by nature, and we must carefully balance the inevitable highs and lows of the market by diversifying our revenue sources. These three pillars have resulted in a culture of continual learning.</p>	*
51	What are your company's expectations in the event of an award?	We expect to be able to promote Sourcewell to our prospects as a convenient and safe procurement method to accomplish their construction goals. Post-award, we want to meet with a Sourcewell business development representative for initial salesperson and operational staff training, to include onboarding of new Sourcewell members. We would also like access to a Sourcewell representative for ongoing training of new employees.	*
52	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.	Fiscal responsibility is core to our business. Please see attached reports from KeyBank NA, and our surety. We are supported by a national bank and surety that have guaranteed our projects for over a decade without concern. When the time came for the original founders to retire, a remarkably risky event for an any sized business, both supported the initiative with capital and guarantees that allowed uninterrupted operations. This included a founder retirement during an unprecedented period in economic history. We conduct quarterly meetings with these stakeholders and gratefully adhere to all financial and reporting covenants set forth, as a benchmark of our success.	*
53	What is your US market share for the solutions that you are proposing?	The US floor covering installation market is estimated at \$29.8 billion, while the global market is valued in the several hundred of billions. Division 9 captures less than 1% of this market, which in terms of installation firms is dominated by small family-owned and operated entities. In our regional market we estimate a 17% share of the dealer market. As a member-owner of the Fuse Alliance, Division 9's market share grows exponentially and is estimated at 25% of the North American flooring industry.	*
54	What is your Canadian market share for the solutions that you are proposing?	We do not have a distinct Canadian market share, however we have fellow Fuse Alliance co-owners in several Canadian territories.	*
55	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

56	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?	Division 9 is a distributor/dealer/reseller, as well as a service provider. We have obtained written authorization from the manufacturers of every product on our price list, all of whom also provide their products for our everyday business opportunities. Division 9 is independently-owned and a woman-owned business. We are certified by both NWBOC and WBENC, two national certifying agencies who use federal criteria for qualifying their applicants. We have successfully renewed both certifications over several terms. Division 9 is also a long-time member-owner of the Fuse Alliance, and our majority owner Melissa Rossi serves as an elected board member. Fuse is comprised of 160 commercial flooring contractors with 245 locations across North America that work together to improve their individual businesses, with support from suppliers that include all the major manufacturers in the industry as well as third-party experts. Fuse dealers are the best of the best and they work together to insure that nationwide accounts get consistent, high quality work anywhere in the Continental US and Canada.	*
57	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Absolutely none! We play by the rules and believe that prevailing wage requirements are in the best interests of the individual installer, the locally-owned dealer/service provider company, and the industry at large.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
58	Describe any relevant industry awards or recognition that your company has received in the past five years.	We have been awarded (and renewed) two nationally recognized certificates for woman-owned Businesses from WBENC and NWBOC. Our majority owner, Melissa Rossi, was also awarded a 40-under-40 recognition from the Business Journals in 2018. Over the years we have received numerous manufacturer recognitions for sales as well as installation expertise. We also hold several exclusive certifications from specialty manufacturers.	*
59	What percentage of your sales are to the governmental sector in the past three years?	2021- 5%; 2022- 14%, 2023- est. 19%	*
60	What percentage of your sales are to the education sector in the past three years?	2021- 8%; 2022- 13%; 2023- est. 21%	*
61	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	KCDA (King County Directors Association) contract: Initial award 2020 - \$85,000/yr; 2021 - \$220,840/yr; 2022- \$474,000; 2023- est. \$790,000	*
62	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not currently have any GSA contracts or SOSA arrangements in place.	*

Table 9: Top Five Government or Education Customers

Line Item 63. Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, 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 *	
Hoffman Construction (representative for WA State Dept of Enterprise Services)	Government	Washington - WA	Replacement of stair treads and carpet tile in temporary facility for WA State Senate chambers staff. New Construction of Senate building including carpet and porcelain tile.	\$73k-\$500k	\$73,500	*
OAC Services (representative for Snohomish County)	Government	Washington - WA	Construction of County Courthouse addition & tie-in to existing building. Existing occupied County courthouse, furniture lift, removal of carpet and reinstall new carpet and rubber base at night (occupied building).	\$300k-\$1.5m	\$1,507,500	*
Dawson Construction	Government	Alaska - AK	Shipments to various projects in SW Alaska ranging from Linoleum, rubber base, transitions, carpeting and adhesives with air freight arrangements.	\$65,000	\$92,348	*
Northshore School District	Education	Washington - WA	Removal of existing flooring, floor patching, primer, new floor transitions, Entry mats at all exterior entry points, new lifetime warranted carpet tile, recycled carpet.	\$265,902	\$265,902	*
Joint Base Lewis McCord, Lakewood	Government	Washington - WA	Various projects on Army/ Air Force joint base for a number of MACC and MATOC entities over the last 4 years.	\$186,229	\$375,000+	*

Table 10: References/Testimonials

Line Item 64. Supply reference information from three customers to whom you have provided equipment, products, or services similar to the solutions sought in this RFP and who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Wa State Dept of Natural Resources	Brian Eko- Facilities email: brian.eko@dnr.wa.gov	360-918-2598	*
Joint Base Lewis McCord; Army Museum	Tom Shea - Project manager email: tshea@bristol-companies.com	253-405-7113	*
Napavine School District: Elementary School, Portables, High school	Shane Schutz - Superintendent email: sschutz@napavineschools.org	360-262-3303 x 1006	*
S. Kitsap High School; exterior ramp coatings	Brent Palmason; Capital Projects email: palmason@skschools.org	360-874-6003	
Federal Aviation Administration	Frank Bell email: frank.bell@faa.gov	253-351-3776	

Table 11: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as 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 *	
65	Sales force.	We have 8 salespeople on staff, over 70 qualified/compliant subcontracting installation firms, and 160 fellow member-owners of our North American co-op, Fuse Alliance.	*
66	Service force.	We have a team of staff installers as well as a wide network of subcontractor installation and service companies. Our internal field services team includes logistics and project management professionals, and is led by a full-time Director of Operations who manages daily service as well as long-term contracts. At any time we have at least 40 staff members ready to solve a problem.	*
67	Dealer network or other distribution methods.	Division 9 is a member-owner of the Fuse Alliance, a North American flooring co-operative of independent dealers. As part of the Fuse member agreement, all members may call upon one another to service projects in their locality. We have been a member-owner for over a decade, and have both utilized Fuse co-owners for projects in their locality and also performed work in ours on their behalf. We also have long-standing relationships with third-party/LTL shippers that serve North America.	*
68	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	Upon proposal acceptance: 1.) If desired by the end user, Division 9 will prepare a detailed submittal package to include physical samples, product data sheets, and layout drawings, to be approved in writing. The end user may choose to waive this process. 2.) Upon approval of materials and installation details, Division 9's Account Manager will contact all vendors, then update our order entry CRM queue to "vendor orders pending", with a goal that all materials and labor purchase orders are created and sent to appropriate parties within 3 working days. 3.) Once all orders are placed an ETA report will be generated and sent to the end user. Any issues that would affect the client's expectations will be clearly communicated and any adjustments to product or expected schedule will be made. 4.) Every 5 days, a project engineer will engage all vendors to make sure there have been no changes to delivery and production dates. This process will insure the client is not negatively affected by sudden or unexpected delays. 5.) Once materials arrive at the "servicing" point of origin, the project queue will be updated to "Product delivery completed". 6.) The materials are then inspected for quality and full order fulfillment and the project moves in the queue to "Ready for installation". 7.) The Division 9 Account Manager communicates final confirmation of expected installation and service dates and deliveries. 8.) If the order is Material only, the Division 9 Account Manager will confirm with the end user that all materials have been received and obtain receiving documentation. 9.) If the order is full service, once installation begins, daily logs will be generated through our "SiteFoto" custom app until completion. 10.) The project moves to approval and completion phase in our queue and Job Completion form is signed and dated as accepted by client. 11.) Project then moves to "ready to bill" queue status and an invoice is sent to the end user. 12.) Project moves to "O&M, Warranty" status, which triggers any optional initial maintenance to be scheduled, as well as a warranty check-in two months prior to expiration. 13.) Client Satisfaction survey is sent out; Project moves to "Completed" status.	*
69	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	Division 9 partners with top-tier manufacturers of flooring products, including several proposers and current Sourcewell contract holders. We have performed many projects as a subcontractor/dealer to current Sourcewell contract holders, and understand the role of the installation company in these transactions as well as client relationships. Our subcontractors and Fuse Alliance installation partners have offered a firm commitment to availability, expertise and quality in their respective specialties and locales, on behalf of Division 9's proposal.	
70	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.	We have a dedicated Field Services department that conducts a daily scrum to address incoming and ongoing requests from both internal and external customers. Requests are answered well within 24 business hours. The Field Services department is incentivized on several internal KPIs such as response time, project-level documentation, and scrum participation. Our work is organized on a kanban project-management board that is accessible to all teammates in real-time on all devices.	*
71	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Division 9 has installed projects in all western states as well as a few mid-west and southern states, and has successfully utilized the reciprocal relationship with other Fuse member-owners in the rest of the country to install their projects in our local region. We have established shipping lines to the lower 48 states as well as personnel with direct experience in Alaska and Hawaii. We mastered the art of remote work long before the rest of the world, having systems and protocol in place since 2005! We currently have direct employees in 4 states.	*
72	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have several fellow Fuse member-owners in Canada, including a long-standing board advisor who has acted as the Canadian ambassador to the organization. We understand the relationship of Sourcewell and Canoe, and will utilize our Fuse partners to promote both the launch (where applicable) and ongoing success of Canoe sales in Canada.	*

73	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes, of course! We are proud to support many local/regional non-profits both in their operations as well as construction projects, and look forward to expanding our reach to this sector. We have a best-in-class donation program in our local community, offering all of our overstock and remnant materials to both non-profits as well as the public - who purchase such materials from us in exchange for a donation to our local food bank.	
74	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are capable of servicing all of the United States and Canada.	*
75	Identify any Sourcwell participating entity 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?	Division 9 does not have any limiting contracts in place with any other entities, and we are able to support clients in all of Sourcwell members' sectors.	*
76	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Standard ordering terms and conditions will apply to all sales in all territories.	*

Table 12: Marketing Plan

Line Item	Question	Response *	
77	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.	In 2019 we dedicated a portion of our sales team to focus on public money segmentation strategy as part of our "recession-proofing" commitment. By utilizing the experience of these team members, we have enjoyed a successful positive trend line for municipal, state, and federal work throughout our geographic region. We implemented a well-thought CRM system to capture metrics on key clients and can then utilize this data to send out email campaigns specific to geography, type of end user, and size of customer purchases among other key indicators. We create marketing fliers on a quarterly basis and email these out to potential customers. We also attend and exhibit at numerous public agency trades shows each year. If awarded, we will utilize our existing system, as well as new sales incentives, to multiply our coverage and volume. To promote the Sourcwell contract, we will review our marketing campaigns, incentives, prospective and sold projects and make adjustments as needed, no less than once per month. We are attaching samples of marketing materials used in a similar fashion for past campaigns.	*
78	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We utilize all current social media platforms to promote our projects. If awarded, we will implement a targeted campaign to promote Sourcwell with co-branded messaging and imagery. We will track metrics such as click-through and open rates to determine market acceptance of our messaging and adjust as needed. Our content manager is an expert in their field, and consistently achieves above-average click-through and open rates on their email campaigns (generally over 40%).	*
79	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	The most important feature of Sourcwell's role in our marketing plan will be salesperson interaction with your team. We expect to communicate on a regular basis with your business development staff to vet our leads, promote Sourcwell membership, and navigate complex transactions. We also request the use of the Sourcwell logo and contact information in our marketing materials, including but not limited to trade show displays, printed media, email blasts, and social media references.	*
80	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.	Yes, we have designed a client portal specifically for Sourcwell members that will launch upon award. Examples of user interfaces and basic procedure are attached.	*

Table 13: Value-Added Attributes

Line Item	Question	Response *	
-----------	----------	------------	--

81	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Each product we sell is accompanied by a full documentation package including installation and long-term maintenance instructions. Where desired, we offer free initial maintenance technician training for the Sourcewell Participating Entity's own staff. We also offer ongoing maintenance services for annual fees depending upon flooring materials and regular-use traffic patterns.	*
82	Describe any technological advances that your proposed products or services offer.	<p>The most exciting technology offered in our product list is the option for bio-degradable carpet and LVT/LVP. Data shows that the actual percentage of flooring products that get physically recycled is in the single-digits, despite the ingenious mechanical abilities we have to repurpose its raw materials. Why? Recycling is cumbersome and expensive, and limited by geography.</p> <p>This is the only known biodegradable carpet/resilient option on the North American market, which turns the #2 U.S. landfill component into dirt via an innovative additive from Eco-One®. When introduced to the biologically active conditions found in landfills, Eco-One® forms a bio-film on the surface of the plastic raw materials, allowing microbes to penetrate the plastics and literally eat the polymer chains - within months, not hundreds of years.</p> <p>Our technology has proven to ensure that flooring materials will biodegrade only when introduced to a biologically active landfill, preserving form and function during the product's useful life, and is available at a significantly lower cost than traditional end-of-life recycling/reclamation options. These products are also made using excess factory capacity, further decreasing the carbon footprint of the offering. Finally, should the end-user wish to recycle versus biodegrade, this line of products can still be recycled by traditional means.</p>	*
83	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Division 9 was one of the first dealerships in our industry to place a carpet recycling dumpster on our property, in 2008. We enthusiastically dedicated ourselves to making an impact on the presence of carpet in landfills, serving on related boards and commissions locally and participating in an annual recycling volume contest through the Fuse Alliance.</p> <p>Our products have a variety of environmental certifications, including but not limited to:</p> <ul style="list-style-type: none"> - Floor Score by SCS Global Services - Green Label Plus by Carpet & Rug Institute (CRI) - LEED points available for EQ 4.2 – Low Emitting Materials, MR 1.1 and/or 1.2 – Building Reuse, MR 2.1 – Construction Waste Management, MR 5.1 and/or 5.2 – Regional Materials - NSF/ANSI-140 Platinum certified - Red List Free DECLARE labels - Cradle-to-Cradle certification (MBDC) - 3rd Party Verified Environmental Production Declarations (EPD) - Health Product Declaration (HPD) labels - WELL Building Standard - complaint materials 	*
84	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellent materials, light reflectant).	<p>This question speaks to the heart of our philosophy - treating each floor as if it were our own. Indoor air quality is top of mind at Division 9. We have researched and chosen to promote products that contributed to IAQ LEED points, both for the benefit of our installation crews as well as end users of the products.</p> <p>The flooring industry has come a long way! All of the adhesion options associated with our products are low- to no-VOC. Acoustic pad can be added to almost all of the categories we offer. We have many vinyl-based options, which is the second-most allergen-repellant material available in our industry, next to ceramic/porcelain/stone tiling, of which we have offered over 65 different finish options.</p>	
85	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Our products have a variety of environmental certifications, including but not limited to:</p> <ul style="list-style-type: none"> - Floor Score by SCS Global Services - Green Label Plus by Carpet & Rug Institute (CRI) - LEED points available for EQ 4.2 – Low Emitting Materials, MR 1.1 and/or 1.2 – Building Reuse, MR 2.1 – Construction Waste Management, MR 5.1 and/or 5.2 – Regional Materials - NSF/ANSI-140 Platinum certified - Red List Free DECLARE labels - Cradle-to-Cradle certification (MBDC) - 3rd Party Verified Environmental Production Declarations (EPD) - Health Product Declaration (HPD) labels - WELL Building Standard - complaint materials <p>In addition, we offer the only biodegradable flooring option on the market.</p>	*

86	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	Yes, Division 9 is a nationally-certified Woman-Owned Business. We were proudly awarded the WBE designation from both NWBOC and WBENC in 2021, and have been successfully renewed ever since. In the performance of this contract we will be partnering with a variety of other certified diverse businesses across the U.S. via the Fuse Alliance membership.	*
87	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>The biggest value-add to working with Division 9 on your construction project is our brand promise: Your Project. Your Partner. We believe that our highest and best value is to ensure a successful project for all stakeholders.</p> <p>To accomplish this, Division 9 leverages our people to serve in the best of two worlds - we are an established, mid-sized company with national reach, and we are also family-owned and operated. Our people have hundreds of years of combined experience in the trade. We are also a member-owner of an exceptional trade organization whose mission is to educate and professionalize the installer.</p> <p>When purchasing an installed product or system, the Sourcewell Participating Entity needs to know three things:</p> <ol style="list-style-type: none"> 1. Product safety, applicability and aesthetic. Anyone can determine these characteristics with relative ease. 2. Compatibility of products and surrounding conditions. Flooring is largely composed of chemicals, and understanding how they will react in a given space is fairly scientific. Again though, an intelligent buyer can determine most of what they need to know if they choose to invest the time. 3. Proper installation technique, including sequencing and impacts to the physical space. This can be described by a chatbot, but not physically performed. For a complex flooring project to be successful, a human installation professional must be engaged and invested in the outcome. For at least the duration of this contract term, this piece of a successful flooring project still requires at least two hands, and the support of a professional organization of people. 	*

Table 14A: 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 *	
88	Do your warranties cover all products, parts, and labor?	Yes, everything we sell is covered by a warranty. Warranty periods are optional. We start with a 1-year warranty for installation services, which can be negotiated. Our products are warrantied by their respective manufacturers, to various extents and time periods.	*
89	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, we require that the products we sell be installed in accordance with the installation instructions provided by the manufacturer and within industry standard conditions. Utilizing the Fuse Alliance network for pre-qualified installers ensures we have experienced professionals on our projects as well as access to technical experts should a condition arise that is not addressed by standard instructions.	*
90	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, our installation warranty covers all expenses associated with repairing installation-related issues. Manufacturer warranties vary, but will typically account for necessary labor expenses to repair manufacturing-related issues.	*
91	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We are capable of performing warranty work in all regions of the United States and Canada.	*
92	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?	When a manufacturing-related warranty issue arises, we will perform the needed repairs and request reimbursement from the manufacturer.	*
93	What are your proposed exchange and return programs and policies?	All products we sell have exchange and return policies controlled by their respective manufacturers. In general: custom orders are cancellable until raw materials are sourced, and may be partially cancellable until produced. Running line orders are cancellable prior to shipping; after shipping there will be a return freight and potential restocking fee that are passed through from the manufacturer. Exchanges are treated the same way as returns. Division 9 does not charge a separate fee for cancellations, returns, or exchanges of products.	*
94	Describe any service contract options for the items included in your proposal.	Ongoing maintenance contracts are available post-installation for all of the products we sell. We will also conduct free initial training of the Participating Entity's own staff to properly maintain their products.	*

Table 14B: Performance Standards or Guarantees

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

Line Item	Question	Response *
95	Describe any performance standards or guarantees that apply to your services	We offer a standard 1 year guarantee to our installation services. This can be extended by varying lengths with or without added cost, depending on the circumstances. The reason for a 1 year standard (which is industry standard) is because if an installation-related issue was to occur, it would be evident well within a year in most cases. As such, we have no concerns with extending that guarantee assuming we are dealing with standard conditions at the time of installation. We carefully consider all conditions and make sure our clients are aware of any risk factors prior to installation.
96	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We have a daily field reporting KPI that is essential to our service promise. At each of our job sites, every single day, our installation professionals record conditions, pre-task planning, constraints and other observations. These notes are combined into an easy-to-read daily report that is copied to all interested stakeholders of the project. Our personnel are incentivized for regular and relevant daily reporting. We also prioritize safe operations. All of our owned vehicles are equipped with tracking devices to measure safe driving, and employees are incentivized to win regular contests on related KPIs. We are proud of our accident-free record in the field, and require all our project management and installation personnel to be OSHA certified.

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

Line Item 97. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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 Sourcewell 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 Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
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."

- [Pricing](#) - Sourcewell Pricing-2023.pdf - Tuesday June 13, 2023 15:09:10
- [Financial Strength and Stability](#) - 07. Company & Financial.pdf - Tuesday June 13, 2023 12:36:33
- [Marketing Plan/Samples](#) - 12. Marketing Samples.pdf - Tuesday June 13, 2023 08:10:40
- [WMBE/MBE/SBE or Related Certificates](#) - 13. WBE certificates.pdf - Tuesday June 13, 2023 08:10:59
- [Warranty Information](#) - 14. Warranties.pdf - Tuesday June 13, 2023 12:35:32
- [Standard Transaction Document Samples](#) - 5. Standard Transaction Documents.pdf - Tuesday June 13, 2023 12:37:19
- Requested Exceptions (optional)
- [Upload Additional Document](#) - 2A Subcontractors & Install Agreements.pdf - Tuesday June 13, 2023 08:11:30

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, 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.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. 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 the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ 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. - Melissa Rossi, President, Division 9 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

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_RFP_061323_Flooring Fri June 2 2023 03:02 PM	<input checked="" type="checkbox"/>	1
Addendum_6_RFP_061323_Flooring Tue May 30 2023 03:03 PM	<input checked="" type="checkbox"/>	1
Addendum_5_RFP_061323_Flooring Tue May 23 2023 03:08 PM	<input checked="" type="checkbox"/>	1
Addendum_4_RFP_061323_Flooring Thu May 18 2023 01:36 PM	<input checked="" type="checkbox"/>	2
Addendum_3_RFP_061323_Flooring Wed May 17 2023 04:25 PM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_061323_Flooring Tue May 16 2023 03:20 PM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_061323_Flooring Tue May 9 2023 09:07 AM	<input checked="" type="checkbox"/>	1



DIVISION 9

Division 9

Exhibit "B"

18311 Bothell Everett Hwy Suite 110
Bothell, WA 98012

Quote

DIV9-7486

Quote Date: Jan 11, 2024

Valid Until:

BILL TO:

Village of Morton Grove

7840 Nagle Ave

Morton Grove IL 60053

Client Sourcewell Account#: 43051

National Sourcewell Pricing Contract# 061323-DV9

SHIP TO:

Village of Morton Grove Fire Station 4 & 5

6250 Lincoln Ave

Morton Grove IL 60053

Project Name: **Morton Grove Fire Station 4**

Account Name: **Village of Morton Grove**

Contact Name:

Phone:

Project/Account Manager: **Jeff Shumway**

Phone: 509-954-5797

Email: jshumway@division9flooring.com

S.No.	Product Details	Quantity	List Price	Total
1.	DPL0001 Carpet Demo Demo Existing Glue Down Carpet. Dispose of on site in a dumpster provided by others. NOTE: All furniture to be moved by others	198	\$ 7.84	\$ 1,552.32
2.	DPL0005 - Base Demo Demo Existing Wall Base. Dispose of on site in a dumpster provided by others.	420	\$ 1.16	\$ 487.20
3.	Material VP1-M: Material & Adhesive TBD Vinyl Plank \$3.00/SF Material Cost Allowance Color & Size TBD	1936	\$ 5.38	\$ 10,415.68
4.	RFL0001- LVT installation Labor to Install VP1	1936	\$ 3.86	\$ 7,472.96
5.	Material B1: Material & Adhesive TBD Wall Base 4" Vinyl Cove Base Standard Colors	480	\$ 1.49	\$ 715.20
6.	RVA0001 - Rubber Base Install (4") B1-L: Labor to install wall base	480	\$ 2.09	\$ 1,003.20
7.	Material TS-1: Material FRC Standard Vinyl Transitions #154 Resilient 12' in Standard Color	24	\$ 5.92	\$ 142.08
8.	RVA0006 - Install Resilient Transitions TS1-L: Labor to Install Transitions	24	\$ 4.92	\$ 118.08
9.	Floor Prep Floor Prep Allowance: Sand & Double Skim Coat w/ Mapei SC at areas to receive resilient flooring.	1782	\$ 2.46	\$ 4,383.72
10.	NOTE CONSTRUCTION SERVICES/MISC OTHER (ADD TO HAUL AWAY DEMO'D MATERIAL FOR LEGAL DISOSAL IF DUMPSTER IS NOT AVAILBLE ON SITE): 3 HRS @ \$196.71/HR = \$590.13	1	\$ 0.00	\$ 0.00

Sub Total **\$ 26,290.44**

Tax \$ 0.00

Grand Total \$ 26,290.44

Terms and Conditions

Conditions of Proposal:

On May 10, 2019, the US confirmed an additional tariff of 15% on Chinese-made products. This is in addition to the existing 10% tariff that was enacted on September 24, 2018. This brings the total tariff on Chinese goods to 25%. US Customs will begin enforcing the tariffs on June 1, 2019, regardless of whether product was ordered or in transit to the US prior to May 10, 2019. This pricing is current with the date noted on this proposal. Any projects previously priced with affected products will be subject to review prior to any contracts being awarded. We make every effort to communicate with accurate and current pricing information. FRC will inform you if there are products specified that are affected.

STANDARD CONDITIONS

== ADDITIONAL MATERIAL ==

*ANY "MAINTENANCE, REPAIR & OPERATIONS INVENTORY" INCLUDING ATTIC STOCK, SURPLUS MATERIALS, SPARE PARTS, ETC, MUST BE DELIVERED AT THE END OF PROJECT COMPLETION

*CUSTOMER WILL BE REQUESTED TO PROVIDE DELIVERY CONTACT AND STORAGE INFORMATION FOR MATERIAL

*MATERIALS NOT DELIVERED AND STORED AT FRC ARE SUBJECT TO MONTHLY MATERIAL STORAGE FEES

== LEAD TIMES ==

*LEAD TIMES QUOTED BEGIN UPON SAMPLES APPROVALS

*MFG. SHIPPING SCHEDULES ARE QUOTED IN GOOD FAITH. FRC CANNOT BE HELD RESPONSIBLE FOR MFG. SCHEDULE CHANGES

*AVAILABILITY OF MATERIALS IS SUBJECT TO CHANGE DAILY. LEAD TIMES ARE SUBJECT TO CHANGE IF NO STOCK IS AVAILABLE AT TIME OF ORDER

== EXCLUSIONS ==

UNLESS OTHERWISE NOTED, THE FOLLOWING ITEMS ARE EXCLUDED:

*DUMPSTERS OR RECYCLING

*REMOVAL OF RESIDUAL ADHESIVES OR ENCAPSULATION

*PATCHING OR REPAIRING OF EXISTING FINISHES

*RAMPING/LATEXING AT TRANSITIONS

*WAXING, SEALING, CLEANING, VACUUMING, AND/OR PROTECTION

*CONCRETE FLOOR SEALING

*MOISTURE TESTING OR TREATMENTS

*FURNITURE OR OFFICE EQUIPMENT MOVING/FURNITURE LIFT

*OVERTIME

*ATTIC STOCK

*TESTING OF MATERIAL OTHER THAN THAT SUPPLIED BY MANUFACTURER

== QUALIFICATIONS ==

*BID BASED ON SITE REVIEW PLAN, NOTES AND PHOTOS.

*QUANTITIES BASED ON SITE MEASURE FROM SKECTH DRAWN UP.

*NO PATCHING OR FURNITURE WORK INCLUDED.

*FRC TO TAKE UP EXT G/D CPT AND BASE.

*INSTALL NEW VINYL PLANKS AND COVE BASE.

*NO ELEVATOR DELIVERY TO BE WALKED IN AND USE OF EXT STAIRS.

*INSTALLATION DURING REGULAR WORKING HOURS

*NO CANCELLATIONS OR RETURNS ARE ACCEPTED FOR CUSTOM ORDERS

*SUFFICIENT ROOM ELECTRICAL/HEATING/COOLING TO BE PROVIDED

*TEMPERATURE IN SPACE MUST BE WITHIN MANUFACTURE'S TEMPERATURE GUIDELINES (CRI-104 STATES 65-95 DEGREES FAHRENHEIT WITH A MAXIMUM RELATIVE HUMIDITY OF 65%)

*PAINT TOUCH-UP DUE TO NORMAL INSTALLATION IS RESPONSIBILITY OF OWNER/GENERAL CONTRACTOR

UNLESS OTHERWISE STATED ABOVE:

1) Our proposal excludes: Floor prep, leveling, grinding, sloping, sanding; moisture testing or remediation; finish protection, waxing, cleaning, polishing, sealing; mudbed construction; backer board, curbs, waterproof/crack-suppression membranes, epoxy mortars or grouts; grout sealing; overtime, off-hours, weekend and/or union-based labor rates; performance and/or payment bonds; pollution and/or professional liability insurance, added GLI endorsements CG9044 and/or CG9043; asbestos abatement-related costs; qualified rigging; Washington State Sales Tax.

2) Pricing is contingent upon Payment terms of Net 30 days from invoice. Pricing excludes retainage; a retainage bond may be provided upon request. Late or non-payment will invalidate/void all warranties both express and implied, and will result in lien filing to protect Division 9's interest in work supplied/performed on the project. Division 9 reserves the right to stop work due to late payments, without penalty to Division 9.

3) We are not liable for damages resulting from delays in procuring material, when caused by: changes in scope, the independent actions of project owners and agents, the general contractor, other trades, manufacturers and suppliers.

4) This Proposal is valid for 30 days from Quote Date above. Pricing is based on material costs at time of bid and is subject to change. Pricing is contingent upon mutually negotiated contract terms, if a contract is to be executed at a later date.

5) Standard Labor Warranty is 1-year from date of substantial completion.

6) All materials require up to a 100% deposit prior to delivery. All non-cancellable orders are subject to a 100% deposit prior to mill confirmation, according to the terms of sale from the mill.

Proposal Accepted By

Signature

Name (please print)

Date

Legislative Summary

Resolution 24-14

AUTHORIZING A CONTRACT WITH SUPERB STEEL INC. OF SKOKIE, ILLINOIS FOR FIRE STATION #5 FACILITY RENOVATIONS

Introduced:	February 13, 2024
Purpose:	To authorize the Village Administrator to execute a contract with Superb Steel Inc. for renovations to the living space at Fire Station #5.
Background:	Fire Department and Public Works staff have determined Fire Station #5 is in need of upgrading due to prolonged normal wear, operational inefficiency which no longer meet the needs of the Fire Department staff who utilize this facility during their twenty-four hour on-duty shifts. Fire Department and Public Works staff developed a project plan and bid the project in conformance with the Village's procurement requirements. This project was initially bid in 2023; however, all proposals received were higher than the \$250,000 budget for the project. The scope of the project was reduced, and the project was rebid. Superb Steel Inc., of Skokie, Illinois was the lowest responsible bidder with a bid of \$174,980.00. This Resolution will authorize a contract with Superb Steel Inc., for this work. This contract must conform to the requirements of the Prevailing Wage Act
Departments Affected	Fire Department and Public Works Personnel.
Fiscal Impact:	\$174,980.00
Source of Funds:	2024 General Funds Account Numbers 02-80-24-57-1032 Capital Improvements to buildings.
Workload Impact:	The Public Works Department, as part of their normal work activities, will manage and implement the project.
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: Mike Lukich, Director of Public Works
Prepared by: Bill Burns, Division Superintendent

RESOLUTION 24-14

AUTHORIZING A CONTRACT WITH SUPERB STEEL INC. OF SKOKIE, ILLINOIS FOR FIRE STATION #5 FACILITY RENOVATIONS

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, Fire Station #5 located at 8954 Shermer Rd. is utilized by fire department staff for twenty-four hour on-duty shifts on a continual basis; and

WHEREAS, Fire Department and Public Works staff have determined the facility amenities at Fire Station #5 are in need of upgrading due to prolonged normal wear, operational inefficiency and they no longer meet the needs of the Fire Department, and

WHEREAS, Fire Department and Public Works staff developed a project plan and bid the project in conformance with the Village's procurement requirements. This project was initially bid in 2023; however, all proposals received were higher than the \$250,000 budget for the project. The scope of the project was reduced, and the project was rebid and advertised on the Village's website beginning January 3, 2024, inviting bids for "Fire Station Facility Renovations"; and

WHEREAS, two bids were received, publicly opened and read at the Village Hall Facility at 10:00 am on January 18, 2024, with tabulation of bids included in Exhibit "A" as well as listed below:

<u>Firm</u>	<u>Location</u>	<u>Proposal Amount</u>
Superb Steel Inc.	Skokie, Illinois	\$174,980.00
Design Dwellings, LLC	Riverwoods, Illinois	\$265,000.00

; and

WHEREAS, Superb Steel, Inc. is the low bidder with a bid amount of \$174,980.00; and

WHEREAS, the qualifications and availability of the low bidder have been verified; and

WHEREAS, this contract must conform to the requirements of the Prevailing Wage Act; and

WHEREAS, funding for this renovation project is available in the 2024 Adopted Budget General Funds Capital Improvements to Buildings Account Number 02-80-24-57-1032.

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 bid of Superb Steel, Inc. of 8127 Ridgeway Avenue Skokie, IL 60076 in the amount of \$174,980.00.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with Superb Steel Inc. for Fire Station Facility Renovations in the amount of \$174,980.00.

SECTION 4: The Village Administrator, Director of Public Works and Fire Chief or their designees are authorized to take all steps necessary to implement the contract with Superb Steel Inc.

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

Passed this 13th day of February 2024.

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

Approved by me this 13th day of February 2024.

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

Attested and Filed in my office this
14th day of February 2024.

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

Exhibit "A"

Village of Morton Grove, Cook County, Illinois
Fire Station Facility Renovations
Bid Tabulation
Bid Opening: January 18,2024

				Engineer's Estimate		Superb Steel and Construction 8127 Ridgeway Avenue Skokie, Illinois 60076		Design Dwellings, LLC 980 Portwine Road Riverwoods, Illinois 60015	
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
Base Bid A	Demolition and facility renovation per the contract documents a	Each	1	\$250,000.00	\$250,000.00	\$1.00	\$174,980.00	\$1.00	\$265,000.00
CORRECTED TOTAL PROPOSAL AMOUNT				\$250,000.00		\$174,980.00		\$265,000.00	
AS-READ PROPOSAL AMOUNT						\$174,980.00		\$265,000.00	

Apparent Low Bidder: Superb Steel and Construction
Apparent Low Bid Amount: \$174,980.00
Engineer's Estimate of Cost: \$250,000.00
Difference: -\$75,020.00

Legislative Summary

Resolution 24-15

AUTHORIZING THE PURCHASE OF A 2027 EMERGENCY-ONE CYCLONE RESCUE PUMPER E-MAX AND DECLARING THE 1993 PIERCE ARROW SQUAD AND 2006 SMEAL QUINT SURPLUS EQUIPMENT

Introduced:	February 13, 2024
Purpose:	To authorize the Village Administrator to execute a contract with Fire Services, Inc. of Naperville, Illinois, for the purchase of a new, 2027 Emergency One (E-One) Cyclone Rescue Pumper E-Max. The new vehicle will allow the department to operate more efficiently by combining two separate pieces of apparatus into one, multi-capable, fire suppression, specialized rescue, and emergency medical response vehicle.
Background:	<p>The Fire Department's apparatus fleet is aging and in need of modernization. Currently, the department's heavy rescue is a 1993 model, and the reserve quint is a 2006 model with over 116,000 road miles. Both vehicles are at the end of their useful life and are in need of replacement. The department has the opportunity to replace both vehicles by integrating the functions of both into one rescue pumper. This will result in downsizing the department's heavy fire apparatus fleet by one vehicle.</p> <p>After researching similar vehicles, Fire Department staff determined the Cyclone Pumper manufactured by E-One of Ocala, Florida best meets the Department's needs and provides consistent operation with the department's other apparatus. The Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program has solicited quotes for the Cyclone Pumper by E-One. The manufacturer's local/contract dealer is Fire Service, Inc. of Naperville, Illinois, with a purchase price of \$1,260,398.00 and estimated delivery in 35 months. A prepayment discount of approximately \$143,251.50 (4% annual percentage rate (APR), simple interest rate of the purchase price from the time of payment to the time of delivery) will be paid to the Village upon delivery of the vehicle. The purchase price also includes the \$4,980.00 fee for a performance bond.</p> <p>This Resolution will approve the purchase of the 2027 Emergency One (E-One) Cyclone Rescue Pumper and will declare the 1993 Pierce Arrow Squad and 2006 Smeal Quint as surplus equipment. The sale of these vehicles will be pursued contingent with the Fire Department's operational readiness as determined by the Village Administrator and the Fire Chief.</p>
Departs Affected	Fire Department.
Fiscal Impact:	\$1,260,398.00 (Includes H-GAC Contract Charge and Performance Bond)
Source of Funds:	American Rescue Plan Act of 2021 (ARPA) Funds. & a \$500,000 Illinois DCEO Grant
Workload Impact:	The management, implementation, and training on the equipment will be performed by E-One, Fire Service, Inc., and the Fire Department as part of their normal work activities.
Administrator Recommendation:	Approval as presented
First Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Ralph Ensign, Fire Chief

RESOLUTION 24-15

AUTHORIZING THE PURCHASE OF A 2027 EMERGENCY-ONE CYCLONE RESCUE PUMPER E-MAX AND DECLARING THE 1993 PIERCE ARROW SQUAD AND 2006 SMEAL QUINT SURPLUS EQUIPMENT

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 Village desires to purchase and maintain a multi-capable Firefighting Apparatus (Rescue Pumper) compliant in all functions with current National Fire Protection Association (NFPA) standards to continue to provide high quality and reliable fire suppression services within the community; and

WHEREAS, the Village of Morton Grove budget for Fiscal Year 2024 allocated funds for the replacement of our existing 1993 Pierce Arrow S-4 squad and 2006 Smeal Quint E-4R; and

WHEREAS, the Municipal Code, Title 1, Chapter 9, Article A, Section 6E entitled Purchasing Procedures; Cooperative Purchasing authorizes the purchase of goods or services pursuant to intergovernmental cooperative procurement programs sponsored by authorized governmental jurisdictions; and

WHEREAS, the Village of Morton Grove is a member the Houston-Galveston Area Council (H-GAC) a regional council of governments offering purchasing authority to municipalities nationwide; and

WHEREAS, H-GAC acts as the designated purchasing agent on behalf of participating municipalities by performing specific services including, but not limited to, conducting research and surveys, developing specifications for each product/service, soliciting vendor participation, conducting pre-bid/pre-proposal conferences, opening bid/proposal responses, evaluating responses, and issuing Vendor Contracts awarded by the H-GAC Board of Directors; and

WHEREAS, H-GAC has solicited bids on specifications developed for the purchase of Fire Service Apparatus (All Types); and

WHEREAS, it has been determined by H-GAC that E-One Inc. Ocala, Florida has submitted a quote that complies with the existing H-GAC contract # FS12-23 and, as a result, has determined that the quote received is the lowest that qualifies and complies with all aspects of the existing contract; and

WHEREAS, the contract awarded by the H-GAC expires on November 30, 2027; and

WHEREAS, after review and consideration of the available apparatus, staff from the Morton Grove Fire Department and the Morton Grove Department of Public Works Maintenance Division, has recommended the purchase of a 2027 E-One Cyclone Rescue Pumper E-Max customized with mid-ship 1500 GPM Darley Pump and other equipment per the Morton Grove H-GAC Final Engine Specification on file at MGF D Fire Station 4, and

WHEREAS, the Morton Grove Fire Department, through H-GAC, has established the final prepayment price of the apparatus as specified to be \$1,260,398.00 including the cost of a performance bond, and

WHEREAS, the purchase will also include a prepayment discount, received on delivery, of \$143,251.50 for advanced payment (4% annual percentage rate (APR), simple interest rate of the purchase price from the time of payment to the time of delivery), which will require a Performance Bond with a \$4,980.00 fee, that fee is included in the indicated price, and

WHEREAS, the two vehicles being replaced the 1993 Pierce Arrow Squad and 2006 Smeal Quint will be consider surplus equipment and their sale will be pursued contingent with the Fire Department's operational readiness as determined by the Village Administrator and the Fire Chief.

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 authorized to sign an agreement with E-One Inc. of Ocala, Florida and its authorized local dealer Fire Service, Inc. of Naperville, Illinois, to purchase a 2027 E-One Cyclone Rescue Pumper E-Max through H-GAC as per the attached Contract Pricing Worksheet along with Fire Service Inc. Sales contract H-GAC FS12-23 with the specifications refined by the fire department and public works maintenance division, for the purchase of the aforementioned apparatus as specified for a price of \$1,260,398.00 and estimated delivery in 35 months.

SECTION 3: The purchase will also include a prepayment discount, received on delivery, of \$143,251.50 for advanced payment, which will require a Performance Bond with a \$4,980.00 fee, that fee is included in the indicated price.

SECTION 4: The Village Administrator, Finance Director, and Fire Chief and their designees are authorized to take all steps necessary to ensure the prompt construction and delivery of this apparatus and the two vehicles being replaced will be consider surplus equipment and their sale will

be pursued contingent on the Fire Department’s operational readiness as determined by the Village Administrator and the Fire Chief.

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

Passed his 13th day of February 2024.

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Travis _____

Trustee Thill _____

Trustee Witko _____

Approved by me this 13th day of February 2024.

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

Attested and Filed in my office this
14th day of February 2024.

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



December 8, 2023

Morton Grove Fire Department
Chief Ralph Ensign
FF\PM Derek Faulstick
6250 Lincoln Ave.
Morton Grove, IL. 60053

Thank you for your interest in E-ONE Emergency Response Apparatus

At your request, the following **revised** confidential information is being provided for the purchase of an E-ONE Cyclone Pumper utilizing the Houston-Galveston Area Council (H-GAC BUY) Pricing Schedule.

The purchase price of the apparatus shall be:

Apparatus as described in attached Specifications	\$ 1,253,418.00
HGAC Purchase Contract Charge	<u>\$ 2,000.00</u>
Total Purchase Cost	\$ 1,255,418.00

Note: the above pricing information shall be valid until February 16, 2024.

Delivery will be F.O.B. Morton Grove, IL. and the apparatus shall be completed at the E-ONE Manufacturing Facility approximately 35 months after proper execution of a Fire Service, Inc. Purchase Agreement by both parties and signed approval drawings. Terms of payment are cash upon delivery unless otherwise stated.

Additional costs for delivery, dealership vehicle preparation, apparatus lettering, deckgun, a pre-build trip at E-ONE, and a final inspection trip at E-ONE for four (4) Morton Grove Fire Department personnel are included in this proposal.

The above pricing information does not include any loose equipment for the apparatus other than what is attached to this proposal.

It should be noted that the final purchasing price of the apparatus may change based upon any changes that may be requested to the design of the apparatus. The Morton Grove Fire Department shall be advised of any such changes and will be required to approve those changes.

*1743 Quincy Ave.
Naperville, Illinois 60540*

219-365-7157: Office Phone
219-365-8572: Office Fax

Website: www.fireserviceinc.com
Toll Free: 800-578-4281

Prepayment at Contract Award Discount

Prepayments are not required of Illinois municipalities or fire protection districts by E-ONE, Inc.

However, should the purchasing authority elect to make a prepayment, there is a pre-payment discount available.

Prepayments at contract award are accepted for 100% of the contract value. Your prepayment must be received within 30 calendar days of the date of your purchase order or acceptance of a purchase contract for the apparatus. The prepayment amount shall accrue \$ 136.43 on a daily basis (1050 days) from the date that the funds are received (if delivery extends beyond 1050 days, additional funds shall accrue per day) until the apparatus is completed at the E-ONE Manufacturing Facility. A prepayment under this scenario will result in an approximate discount amount of \$ 143,251.50. The actual prepayment rebate will be taken off of the final invoice. In the event that the prepayment option is selected, a Performance Bond shall be required to be purchased at a cost of \$ 4,980.00.

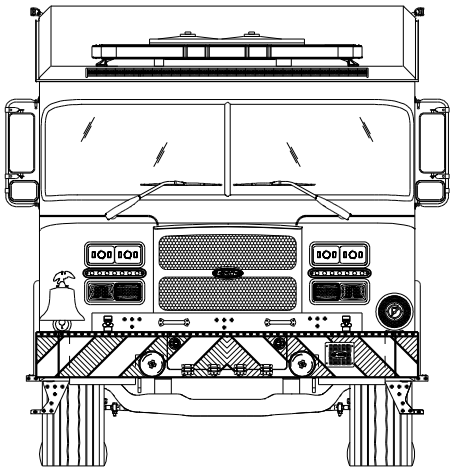
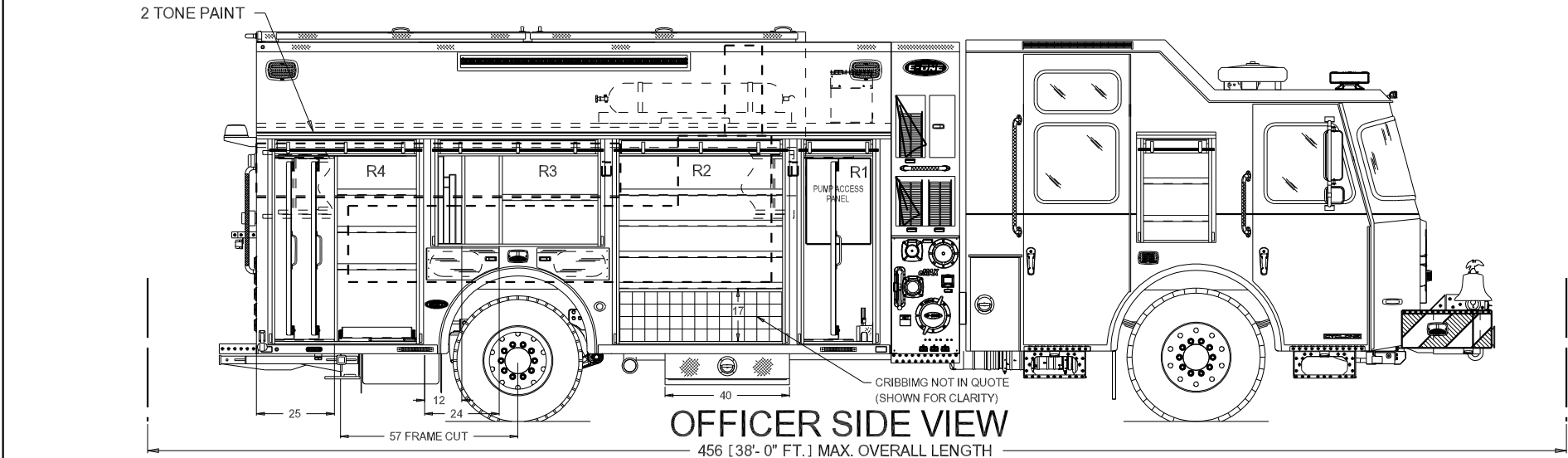
If you have any questions or if I may be of further assistance, please do not hesitate to contact me at 630-918-8514. I thank you in advance for your consideration and look forward to working with you on your upcoming apparatus purchase.

Best regards,



Greg Hansen
Apparatus Sales Representative
Fire Service, Inc.

*1743 Quincy Ave.
Naperville, Illinois 60540*

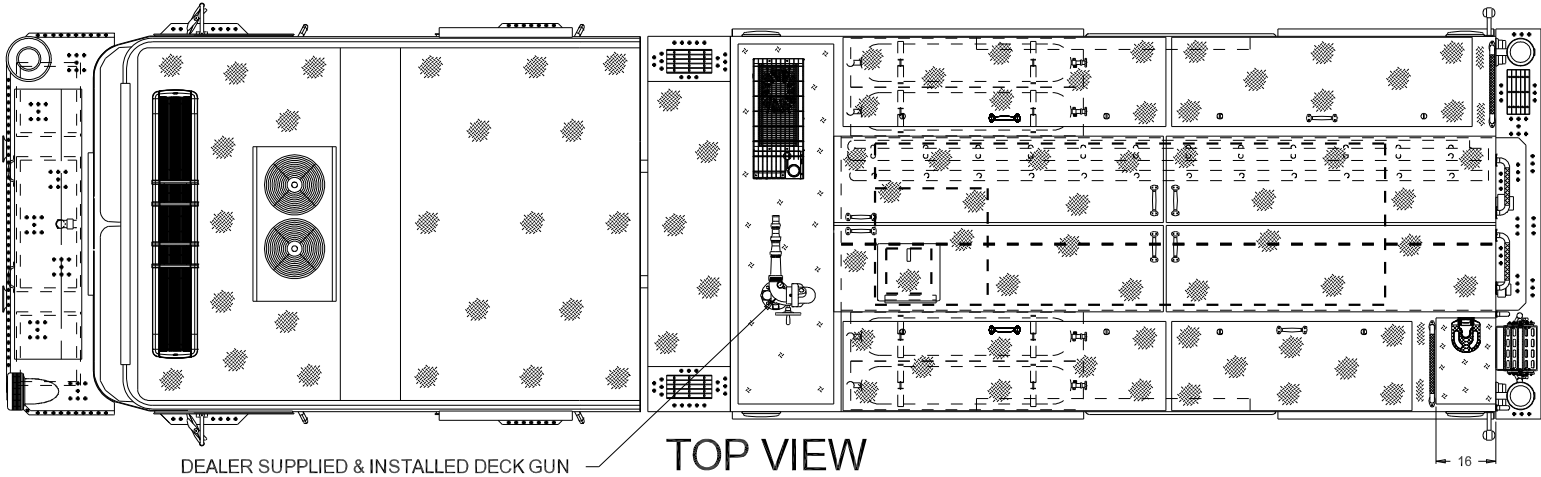


FRONT VIEW

COMPARTMENT DIMENSIONS		
COMPT.	CLEAR DOOR OPENING (W x H):	COMPARTMENT INTERIOR (W x H xLD/UD):
L1	22-1/4"W x 59-1/2"H	26"W x 70"H x PUMP
L2	51-1/2"W x 59-1/2"H	60"W x 70"H x 27"D
L3	51-1/2"W x 28-1/4"H	60"W x 38-3/4"H x 27"D
L4	45-1/2"W x 59-1/2"H	50"W x 70"H x 27"D
R1	22-1/4"W x 59-1/2"H	26"W x 70"H x 27"D
R2	51-1/2"W x 59-1/2"H	60"W x 70"H x 27"D
R3	51-1/2"W x 28-1/4"H	60"W x 38-3/4"H x 27"D
R4	45-1/2"W x 59-1/2"H	50"W x 70"H x 27"D
B1	39"W x 23-3/4"H	46"W x 35"H x 26"D

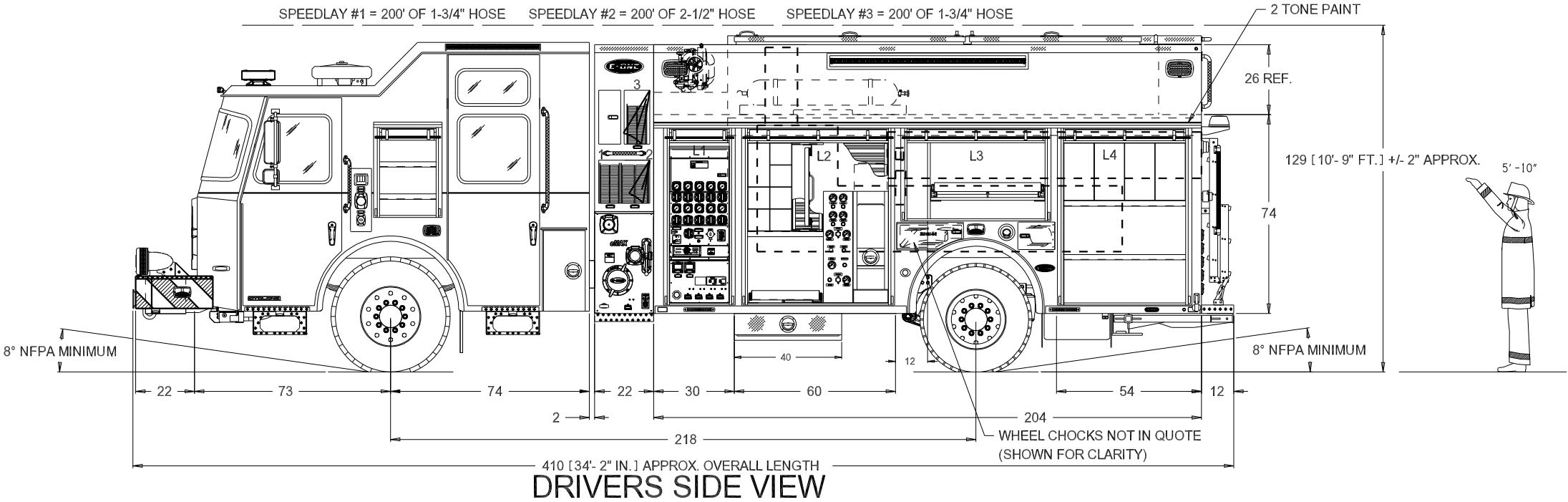
HOSE BED LAYOUT:
BED 1 = 1000' OF 2-1/2" HOSE
BED 2 = 1000' OF 4" LDH

SPEEDLAY LAYOUT:
SL4 = 300' OF 1-3/4" HOSE
SL5 = 300' OF 1-3/4" HOSE
SL6 = 300' OF 2-1/2" HOSE

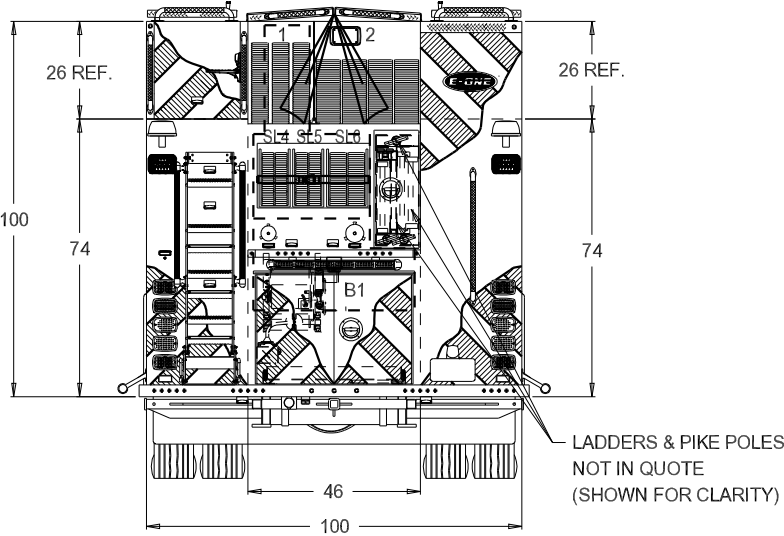


TOP VIEW

SPEEDLAY #1 = 200' OF 1-3/4" HOSE SPEEDLAY #2 = 200' OF 2-1/2" HOSE SPEEDLAY #3 = 200' OF 1-3/4" HOSE



DRIVERS SIDE VIEW



REAR VIEW

THIS DRAWING IS FOR REFERENCE PURPOSES. ALL DIMENSIONS ARE SUBJECT TO MINOR VARIATIONS DUE TO MANUFACTURING PROCESSES.

This print is the property of E-ONE, Inc. and is loaned to you subject to return on demand, unless otherwise agreed to in writing by E-ONE, Inc. Its contents are confidential and must not be copied or submitted to third parties for use or examination.

SALES REFERENCE ONLY

REV.	REVISION NOTE / CO#:	DATE:	DRAWN BY:	Tolerance: Lin: $\pm 0.50"$ Ang: $\pm 50^\circ$	Units: Inches [mm Imports Only]
-	INITIAL DRAWING TO MATCH QUOTE REV. 70	070523	R.S.	Dealer:	Water Tank Capacity:
A	REVISED TO MATCH QUOTE REV. 98	101123	R.S.	FIRE SERVICE, INC.	530 GALLON L-TANK
B	REVISED TO MATCH QUOTE REV. 116	120523	R.S.	GENERATOR: SMART POWER 6KW	Misc:
				Misc:	Misc:



MORTON GROVE FIRE DEPARTMENT

QUOTE NO. 125880 (PSEM-CYCN)

RESCUE PUMPER E-MAX 530 GALLON L-TANK

CYCLONE STRETCHED LONG 4F/20R 20" REAR RAISED

FILE NAME: 125880 MORTON GROVE FIRE DEPARTMENT



DATE September 1, 2023
FROM Chris McClung, VP Global Sales & Marketing
TO REV Fire Group Dealers

CUSTOMER PRE-PAYMENT DISCOUNT PROGRAM UPDATES

After discussions with our Dealer Partners, we are pleased to announce a modification to our pre-payment program.

We are updating our pre-payment program to a **4%** annual percentage rate (APR), simple interest, effective immediately. (Additionally, we will offer the updated pre-payment discount of 4% APR for all orders received starting May 1, 2023.).

The following are the criteria and outline for the program:

- Must be customer sold units (this offer is not applicable on dealer stock units)
- Notification of pre-payment must be clearly noted at time of order submission and include an estimated payment date.
- The pre-payment must be made within 60 days of the order or contract date.
- 4% APR, calculated from receipt of funds to manufacturing completion of the unit.
- All pre-payments must be forwarded to your REV Fire Group brand finance department per Contract provisions. If not followed, this results in a breach of the Contract.
- Interest earned will be paid in the form of a rebate at the time of final invoice and shipment (amount will be deducted from the dealer net price.).

Important aspects to note:

- Pre-payment should be offered for all qualifying opportunities.
- We will no longer offer pre-paid or advance commissions as part of our pre-payment program.

Should you have any questions, please contact your RSM or Director of Sales.

Legislative Summary

Resolution 24-16

AUTHORIZING THE PURCHASE OF A NEW 2024 FORD F250 XL 4X4 PICKUP FROM SUTTON FORD INC. OF MATTESON, ILLINOIS

Introduced:	February 13, 2024
Purpose:	To authorize the purchase of one (1) 2024 Ford F250 XL 4X4 utility pickup truck for use by the Street Division.
Background:	The Public Works Department Vehicle Maintenance Division routinely reviews vehicles and equipment for fuel economy, safety, dependability, age, and excessive repair cost, and has recommended that its fleet be upgraded by the purchase of a 2024 Ford F250 XL 4X4 utility pickup truck. The Village, along with 142 other municipalities participates in the Northwest Municipal Conference (NWMC) Suburban Purchasing Cooperative to take advantage of volume purchasing discounts for vehicles. The Suburban Purchasing Cooperative conducted a bidding process for 2024 Ford F-250 XL pickup trucks and awarded contract #221, to Sutton Ford Inc., in Matteson, Illinois, who has provided a quote (Exhibit A) to the Village for \$47,690.00. This resolution will authorize a Purchase Order for this expenditure.
Departs Affected	Public Works Department
Fiscal Impact:	\$47,690.00
Source of Funds:	2024 Enterprise Fund Account Number 40-50-33-57-2030
Workload Impact:	The Public Works Department as part of their normal work activities will perform the management and implementation of this purchase.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Terry Hoffman Liston, Corporation Counsel
Reviewed by: Michael V. Lukich, Director of Public Works
Prepared by: Kevin Lochner, Director of Operations

RESOLUTION 24-16

AUTHORIZING THE PURCHASE OF A NEW 2024 FORD F250 XL 4X4 PICKUP FROM SUTTON FORD INC, OF MATTESON, ILLINOIS

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 Department Vehicle Maintenance Division routinely reviews vehicles and equipment for fuel economy, safety, dependability, age, and excessive repair cost, and has recommended that its fleet be upgraded by the purchase of a 2024 Ford F250 XL 4X4 utility pickup truck; and

WHEREAS, the Vehicle Maintenance Division obtained a quote pursuant to the Northwest Municipal Conference (NWMC) Purchasing Cooperative, (Contract #221) from Sutton Ford Inc., in Matteson, Illinois to purchase the new 2024 F250 XL 4x4 Pickup (Exhibit A); and

WHEREAS, funding for the above purchase in the amount of \$47,690.00 is available in the Adopted 2024 Budget, Enterprise Fund Account Numbers 40-50-33-57-2030.

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 execute a purchase order for one (1) new 2024 Ford F250 XL 4x4 Pickup from Sutton Ford Inc., of Matteson, Illinois.

SECTION 3: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement this purchase.

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

Passed this 13th day of February 2024.

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Travis _____

Trustee Thill _____

Trustee Witko _____

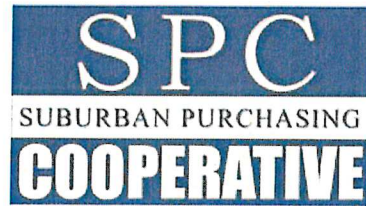
Approved by me this 13th day of February 2024.

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

Attested and Filed in my office this
14th day of February 2024.

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

EXHIBIT A



2024 FORD F250 PICK UP SRW CONTRACT #221



WWW.SUTTONTRUCKS.COM

CONTACT: BRIAN TARPO, MUNICIPAL ACCOUNTS MANAGER

PHONE 708-720-8008

EMAIL: btarpo@suttonford.com

24 FORD F250 REG CAB 4X2

BASE PRICE \$41,271



COMMERCIAL
& FLEET

SUTTON FORD INC.

21315 CENTRAL AVE.

MATTESON IL 60443

INVOICE

Wednesday, January 31, 2024

DATE

PURCHASER'S NAME

VILLAGE OF MORTON GROVE

STREET ADDRESS

6101 CAPULINA

CITY

MORTON GROVE

STATE

IL

ZIP

60053

BUS PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING

NEW ☒

USED ☐

SUV ☐

TRUCK ☒

CAR ☐

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	STOCK NO.
24	FORD	F250	REG CAB 4X4	WHITE	XL	ORDER
VIN NO.			MILES	SALES REP 0		
PRICE		\$47,517.00	TRADE-IN INFORMATION			
			MAKE OF USED VEHICLE			
			YEAR			
			MODEL			
			VEHICLE IDENT. NO.			
			MILEAGE			
			TRADE VALUE			
SUBTOTAL		\$47,517.00	FLEET SALES INFORMATION			
ELECTRONIC FILING FEE		\$0.00	ORDERING FIN	0		
DOCUMENTATION FEE		\$0.00	END USER FIN	0		
ILLINIOS SALES TAX	7.25%	\$0.00	SALES TYPE	0		
COUNTY TAX- COOK	1.00%	\$0.00	GPC DISCOUNT			
CITY OF CHICAGO TAX	1.25%	\$0.00	GPC REF #			
COOK COUNTY WHEEL TAX		\$0.00	56A/CPA DISCOUNT			
LICENSE, TRANSFER, TITLE		\$173.00	56M DISCOUNT			
EXTENDED SERVICE CONTRACT		\$0.00	RETAIL REBATE #			
TOTAL PRICE		\$47,690.00				
CASH DOWN PAYMENT		\$0.00				
REBATE		\$0.00				
TOTAL DOWN PAYMENT		\$0.00				
UNPAID CASH BALANCE DUE ON DELIVERY		\$47,690.00				

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED." TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THERE WILL BE ADDED THE SUM OF \$303.60 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS. WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.

ACCEPTED BY:

PURCHASER'S SIGNATURE

DATE

1/31/2024

ACCEPTED BY:

DEALER OR HIS AUTHORIZED REPRESENTATIVE

DATE

1/31/2024



COMMERCIAL
& FLEET

Please enter the following information

Agency Name & Address	Village of Morton Grove
	6101 Capulina
	Morton Grove IL, 60053
Contact Name	Kevin Lochner - Andy Andrews
Contact phone number	847-815-1676
Purchase order number	
Total Dollar amount	\$47,690
Total number of units	1
Tax Exempt #	E99981491
Delivery Address	Morton Grove Public Works
	7840 Nagle Ave
	Morton Grove IL, 60053

PLEASE SUBMIT P.O. & TAX EXEMPT LETTER WITH VEHICLE ORDER

Sutton Ford Commercial Truck Center

21315 Central Ave

Matteson, IL 60443

Contact : Brian Tarpo

Phone# 708-720-8008

E-Mail: btarpo@suttonford.com

<input type="checkbox"/>	X2A	XL 4X2 SUPERCAB WITH 6.5 BED	\$45,229
<input type="checkbox"/>	X2A	XL 4X2 SUPERCAB WITH 8' BED	\$45,410
<input type="checkbox"/>	W2A	XL 4X2 CREW CAB WITH 6.5' BED	\$46,554
<input type="checkbox"/>	W2A	XL 4X2 CREW CAB WITH 8' BED	\$46,722
<input checked="" type="checkbox"/>	F2B	XL 4X4 REGULAR CAB WITH 8' BED	\$45,639
<input type="checkbox"/>	X2B	XL 4X4 SUPERCAB WITH 6.5' BED	\$47,747
<input type="checkbox"/>	X2B	XL 4X4 SUPER CAB WITH 8.0' BED	\$47,937
<input type="checkbox"/>	W2B	XL 4X4 CREW CAB WITH 6.5' BED	\$49,070
<input type="checkbox"/>	W2B	XL 4X4 CREW CAB WITH 8.0 BED	\$49,260
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>	OPTION CODE	POWERTRAINS	PRICE
<input type="checkbox"/>	99T	6.7L Powerstroke Diesel V-8	\$9,096
<input type="checkbox"/>	99M	6.7L HO Powerstroke Diesel V-8	\$11,471
<input type="checkbox"/>	99N	7.3L Engine Option on F250 Pick-up	\$1,651
<input type="checkbox"/>	X3H	Axle, Electronic-Locking 3.31	\$392
<input type="checkbox"/>	X3J	Axle, Electronic-Locking 3.55	\$392
<input type="checkbox"/>	X3E	Axle, Electronic-Locking 3.73	\$392
<input type="checkbox"/>	X4M	Axle, Electronic-Locking 4.30	\$392

	OPTION CODE	TIRES	PRICE
<input type="checkbox"/>	TBM	LT245/75Rx17E BSW AT (XL)	\$150
<input type="checkbox"/>	TDX	LT275/70Rx18E BSW AT	\$241
	TRIM TYPE	SEATS	PRICE
<input type="checkbox"/>	L	Vinyl High Back Bucket	\$323
<input type="checkbox"/>	1	Cloth 40/20/40 Split Bench - Regular (XL Only)	\$91
<input type="checkbox"/>	4	Cloth High Back Bucket (Regular Cab)	\$468
<input type="checkbox"/>	4	Cloth High Back Bucket (Super Cab)	\$468
<input type="checkbox"/>		Cloth High Back Bucket (Crew Cab)	\$559
	OPTION CODE	OTHER OPTIONS	PRICE
<input checked="" type="checkbox"/>	18B	Platform Running Boards (w/ Regular Cab)	\$291
<input type="checkbox"/>		Platform Running Boards (w/ Super/Crew Cab)	\$405
<input type="checkbox"/>	471	Camper Package	\$145

	OPTION CODE	OTHER OPTIONS (continued)	PRICE
<input type="checkbox"/>	16T	Floor Mats, All-Weather (Excludes Carpet Floor Mats)	\$119
<input type="checkbox"/>	592	Clearance Lights, Roof	\$87
<input type="checkbox"/>	41H	Heater, Engine Block	\$91
<input type="checkbox"/>	17C	Chrome Package	\$1,129
<input type="checkbox"/>	17X	4X4 Off-Road Package	\$451
<input checked="" type="checkbox"/>	66S	Upfitter Switches (6)	\$451
<input checked="" type="checkbox"/>	473	Snow Plow Package	\$228
<input type="checkbox"/>	67H	Suspension Package, Heavy Service	\$114

<input type="checkbox"/>	62R	Transmission Power Take-Off Provision	\$255
<input type="checkbox"/>	435	Window, Power Sliding Rear	\$368
<input type="checkbox"/>	43B	Heated Backlight/Rear Window Defrost (Included w/ 435 only)	N/C
<input type="checkbox"/>	85G	Tailgate Step	\$342
<input type="checkbox"/>	41A	Rapid-Heat Supplemental Cab Heater	\$228
<input checked="" type="checkbox"/>	85S	Tough Bed® Spray-in bedliner	\$542
<input type="checkbox"/>	85L	Drop-in Bedliner	\$319
<input type="checkbox"/>	61M	Wheel Well Liner	\$164
<input type="checkbox"/>	76S	Remote Start System	\$228
	OPTION CODE	OTHER OPTIONS (continued)	PRICE
<input type="checkbox"/>	62R	Transmission Power Take-Off Provision	\$114
<input type="checkbox"/>	435	Window, Power Sliding Rear	\$368
<input type="checkbox"/>	43B	Heated Backlight/Rear Window Defrost (Included w/ 435 only)	N/C
<input type="checkbox"/>	85G	Tailgate Step	\$342
<input type="checkbox"/>		Tailgate Step w/ 96U	N/C
<input type="checkbox"/>	41A	Rapid-Heat Supplemental Cab Heater	\$228
<input type="checkbox"/>	85S	Tough Bed® Spray-in bedliner	\$542
<input type="checkbox"/>	85L	Drop-in Bedliner	\$319
<input type="checkbox"/>	61M	Wheel Well Liner	\$164
<input type="checkbox"/>		Wheel Well Liner (KR/Plat/Ltd)	n/c
<input type="checkbox"/>	535	Trailer Tow Package - High Capacity	\$1,029
<input type="checkbox"/>		Trailer Tow Package - High Capacity (w/ 99M)	N/C

	OPTION CODE	OTHER OPTIONS (Continued)	
--	-------------	---------------------------	--

<input type="checkbox"/>	85M	Bed Mat	\$137
<input type="checkbox"/>	61S	Splash Guards/Mud Flaps (Front & Rear)	\$119
<input checked="" type="checkbox"/>	62S	Splash Guards/Mud Flaps (Rear)	N/C
<input type="checkbox"/>	15J	Gooseneck Hitch Kit	\$228
<input type="checkbox"/>	15L	5th Wheel Hitch Kit (20K)	\$1,224
<input type="checkbox"/>	53W	5th Wheel/Gooseneck Hitch Prep Package	\$501
<input type="checkbox"/>	76C	Exterior Back-up Chime	\$160
<input type="checkbox"/>	96V	XL Chrome Package	\$205
<input type="checkbox"/>	61L	Front Wheel Well Liners	\$296
<input type="checkbox"/>	61N	Front & Rear Wheel Well Liners	\$296
<input type="checkbox"/>	90M	Max Recline Seat	\$305
<input type="checkbox"/>	17Z	XL Off Road Package	\$906
<input type="checkbox"/>	52S	Interior Work Surface	\$128
<input type="checkbox"/>	43K	2kW Pro Power	\$897
<input type="checkbox"/>	874	360 Camera Package	\$1,047
<input type="checkbox"/>	96D	XL Driver Assist Package	\$665
<input type="checkbox"/>		XL Driver Assist Package W/ 17S	N/C
<input type="checkbox"/>	68U	F-250 >10K GVWR PACKAGE	\$91
<input type="checkbox"/>	98F	CNG/Propane Gaseous Engine Prep Package (6.8L only)	\$286
<input type="checkbox"/>	43C	120V/400W Outlet	\$160
<input type="checkbox"/>	66L	Box Rail Lighting, LED Lighting system	\$54
	OPTION CODE	OTHER OPTIONS (continued)	
<input type="checkbox"/>	43B	Defrost w/ Fixed & Privacy Glass	\$54
<input type="checkbox"/>	67E	Extra-Extra Heavy Duty Alternator	\$78
<input type="checkbox"/>	67D	190 Amp Alternator on Gas engines and 250 Amp Alternator on Diesel engines	N/C

<input checked="" type="checkbox"/>	86M	Dual Batteries (68 Amp.) (w/ 99M or 99T)	\$191
<input type="checkbox"/>	86K	Programmable Engine Idle Shutdown Timer	\$228
<input type="checkbox"/>	17S	STX	\$4,654
<input type="checkbox"/>	47B	SNOWPLOW/CAMPER PACKAGE	\$277
<input type="checkbox"/>	67B	Dual Extra Heavy-Duty Alternator	\$104
<input type="checkbox"/>		Dual Extra Heavy-Duty Alternator w/ 43C & 66S & 473 or 47B	\$104
<input type="checkbox"/>	924	Privacy Glass	\$28
<input type="checkbox"/>	91D	On-Board Scales & Smart Hitch	\$592
<input type="checkbox"/>	21X	Vehicle Safe by Console Vault	\$319
<input type="checkbox"/>	19J	Aluminum Cross Bed Tool Box - Matte Black (Weather Guard model #127-52-03)	\$865
<input type="checkbox"/>	19K	Aluminum Cross Bed Tool Box - Bright (Weather Guard model #127-0-03)	\$865
	OPTION CODE	OTHER OPTIONS (continued)	
<input type="checkbox"/>	19H	Pickup Box Bed Side Storage	\$1543
<input type="checkbox"/>	66D	Pickup Box Delete (XL/XLT w/ 8 ft. Box only)	\$569
<input type="checkbox"/>	91X	Multi Contour Seat Removal (King Ranch, Platinum and Limited)	\$273
<input type="checkbox"/>	21D	Tonneau Pickup Box Cover - Soft Folding	\$537
<input type="checkbox"/>	21E	Tonneau Pickup Box Cover - Hard Folding	\$1,092
<input type="checkbox"/>	21J	Tonneau Pickup Box Cover - Retractable	\$2,002
<input type="checkbox"/>	PD4	Paint, Rapid Red Metallic Tinted Clearcoat	\$451
<input type="checkbox"/>	PAZ	Paint, Star White Metallic Tri-Coat	\$906
<input type="checkbox"/>	PR7	Paint, Glacier Grey Metallic Tri-Coat	\$906
<input checked="" type="checkbox"/>	153	Front License Plate Bracket	N/C

<input type="checkbox"/>	87B	Retractable Bed Step (Corner)	\$355
<input type="checkbox"/>	87S	Retractable Bed Step (Side)	\$710
	OPTION CODE	FLEET OPTIONS	PRICE
<input type="checkbox"/>	91G	360-Degree Dual Beacon LED Warning Strobes - White	\$592
	91S	360-Degree Dual Beacon LED Warning Strobes - Amber	\$592
<input type="checkbox"/>	18A	Ford Pro Upfit Integration System	\$364
<input type="checkbox"/>	PGR	Paint, Green (Fleet Only)	\$600
<input type="checkbox"/>	PW6	Paint, Green Gem (Fleet Only)	\$600
<input type="checkbox"/>	PMB	Paint, Orange (Fleet Only)	\$600
<input type="checkbox"/>	PBY	Paint, School Bus Yellow (Fleet Only)	\$600
<input type="checkbox"/>	PE4	Paint, Vermillion Red (Fleet Only)	\$600
<input type="checkbox"/>	PAT	Paint, Yellow (Fleet Only)	\$600
<input type="checkbox"/>	95K	Paint, School Bus Yellow w/ Agate Black Hood (Fleet Only)	\$150
	OPTION CODE	DEALER INSTALLED OPTIONS	PRICE
	OPTION CODE	MISC	PRICE
<input checked="" type="checkbox"/>	DELIVERY	DELIVER VEHICLE TO CUSTOMER	\$175
<input checked="" type="checkbox"/>	TITLE	DEALER WILL TITLE AND PLATE VEHICLE	\$173

	OPTION CODE	EXTERIOR COLOR	PRICE
<input type="checkbox"/>	UM	AGATE BLACK METALLIC	N/C
<input type="checkbox"/>	HX	ANTIMATTER BLUE METALLIC	N/C
<input type="checkbox"/>	M7	CARBONIZED GRAY METALLIC	N/C
<input type="checkbox"/>	JS	ICONIC SILVER METALLIC	N/C
<input checked="" type="checkbox"/>	Z1	OXFORD WHITE	N/C
<input type="checkbox"/>	PQ	RACE RED	N/C
<input type="checkbox"/>	UJ	DARKENED BRONZE METALLIC	N/C
<input type="checkbox"/>	GR	GREEN	\$600
<input type="checkbox"/>	MB	ORANGE	\$600
<input type="checkbox"/>	BY	SCHOOL BUS YELLOW	\$600
<input type="checkbox"/>	E4	VERMILLION RED	\$600
<input type="checkbox"/>	AT	YELLOW	\$600
<input type="checkbox"/>	W6	GREEN GEM	\$600

Legislative Summary

RESOLUTION 24-17

AUTHORIZING PURCHASE AND SERVICE AGREEMENTS WITH AXON ENTERPRISE INC. OF SCOTTSDALE, ARIZONA FOR BODY WORN CAMERAS, IN-CAR CAMERAS AND RELATED EQUIPMENT AND VIDEO STORAGE

Introduction:	February 13, 2024												
Purpose:	To authorize the purchase of forty-six (46) body worn cameras and fifteen (15) in-car cameras, including ancillary equipment and video storage for a five-year period.												
Background:	<p>The Morton Grove Police Department's current in-car cameras have proved to be a reliable and necessary tool for the police department, but these cameras are showing signs of age and are deteriorating quickly in reliability.</p> <p>Public Act 101-0652, the 2021 SAFE-T (Safety, Accountability, Fairness and Equity Today) Act, requires that all Morton Grove Police Officers must wear body worn cameras (BWC) by January 1, 2025. Body worn cameras and in-car cameras document police activity, can be used for evidence collection, and may help resolve allegations of officer misconduct. It is also necessary to have the video storage, viewing, and redacting tools for both systems for police operations to continue to operate efficiently while expanding the collection of digital evidence. This will require the use of one digital evidence dashboard to appropriately and thoroughly store, review, access and share this data in compliance with laws, rules and regulations of the court.</p> <p>On November 8, 2023, the Village solicited bid proposals for a turnkey solution for body worn cameras, in-car cameras and related equipment and video storage for a five-year period. Axon Enterprise, Inc. of Scottsdale Arizona was the second lowest bidder, but their proposal for body worn cameras and digital in-car video system upgrade best met the needs and specifications of the Police Department, and during field trials their equipment performed significantly better than the others tested. Lower priced systems had comparable features with lesser quality and could not offer the same quality of management of digital evidence.</p> <p>Axon Enterprise Inc's total price for the cameras and related equipment and the digital storage and management of evidence is \$311,192.34 payable over 5 years.as follows: This Resolution will authorize the purchase of the body worn cameras and digital in-car video system upgrade from Axon Enterprise Inc., per the terms and conditions of the Village of Morton Grove proposal dated December 13, 2023.</p>												
Depart. Affected	Police Department												
Fiscal Impact:	<p>\$311,192.34</p> <table><tr><td>Year 1</td><td>\$158,772.76</td></tr><tr><td>Year 2</td><td>\$ 37,168.89</td></tr><tr><td>Year 3</td><td>\$ 37,776.53</td></tr><tr><td>Year 4</td><td>\$ 38,408.47</td></tr><tr><td>Year 5</td><td>\$ 39,065.69</td></tr><tr><td>Total</td><td>\$ 311,192.34</td></tr></table>	Year 1	\$158,772.76	Year 2	\$ 37,168.89	Year 3	\$ 37,776.53	Year 4	\$ 38,408.47	Year 5	\$ 39,065.69	Total	\$ 311,192.34
Year 1	\$158,772.76												
Year 2	\$ 37,168.89												
Year 3	\$ 37,776.53												
Year 4	\$ 38,408.47												
Year 5	\$ 39,065.69												
Total	\$ 311,192.34												
Source of Funds:	02-30-14-57-2030 for \$311,192.34. Police Department staff will be pursuing grant funding to reimburse a portion of this expenditure.												
Workload Impact:	The ordering and deployment of body worn cameras and in-car cameras will be coordinated by the Police Department												
Admin 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
Prepared by: Mike Simo, Chief of Police

RESOLUTION 24-17

AUTHORIZING PURCHASE AND SERVICE AGREEMENTS WITH AXON ENTERPRISE INC. OF SCOTTSDALE, ARIZONA FOR BODY WORN CAMERAS, IN-CAR CAMERAS AND RELATED EQUIPMENT AND VIDEO STORAGE

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, Public Act 101-0652, the 2021 SAFE-T (Safety, Accountability, Fairness and Equity Today) Act, requires that all Morton Grove Police Officers must wear body worn cameras (BWC) by January 1, 2025.

WHEREAS, Body worn cameras and in-car cameras document police activity, can be used for evidence collection, and may help resolve allegations of officer misconduct; and

WHEREAS, the Village Board has authorized the acquisition of body worn cameras and digital in-car video system upgrade in the Calendar Year 2024 Budget; and

WHEREAS, the Village solicited bid proposals on November 8, 2023, for a turnkey solution for body worn cameras, in-car cameras and related equipment and video storage for a five-year period; and

WHEREAS, Axon Enterprise, Inc. of Scottsdale Arizona was the second lowest bidder, but their proposal for body worn cameras and digital in-car video system upgrade best met the needs and specifications of the Police Department. Lower priced systems had comparable features with lesser quality and could not offer the same quality of management of digital evidence; and

WHEREAS, Axon Enterprise Inc.'s total price for the cameras and related equipment and the digital storage and management of evidence is \$311,192.34 paid as follows:

Year 1	\$158,772.76
Year 2	\$ 37,168.89
Year 3	\$ 37,776.53
Year 4	\$ 38,408.47
Year 5	\$ 39,065.69

WHEREAS, funding for the above equipment is included in the Village of Morton Grove 2024 budget in Account Number 02-3014-57-2010; and

WHEREAS, Police Department staff will be pursuing grant funding to reimburse a portion of this expenditure.

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 Village President and Board of Trustees hereby authorize the purchase of the body worn cameras and digital in-car video system upgrade from Axon Enterprise Inc., per the terms and conditions of the Village of Morton Grove proposal dated December 13, 2023, for a total cost of \$311,192.34.

SECTION 2: The Village Administrator is authorized to execute the Master Services and Purchasing Agreements for this equipment and services attached hereto as Exhibit A and Exhibit B.

SECTION 3: The Police Chief, Village Administrator and Director of Finance and/or their designees are hereby authorized to take all steps necessary to complete this purchase.

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

Passed this 13th day of February 2024.

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

Approved by me this 13th day of February 2024.

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

Attested and Filed in my office this
14th day of February 2024.

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



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-403838-45314.810JS

Issued: 01/23/2024

Quote Expiration: 03/15/2024

Estimated Contract Start Date: 06/15/2024

Account Number: 139261

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Morton Grove Police Dept. - IL 6101 Capulina Ave Morton Grove, IL 60053-2902 USA	Morton Grove Police Dept. - IL 6101 Capulina Ave Morton Grove IL 60053-2902 USA Email:	David Arth Phone: Email: darth@axon.com Fax:	Dennis Johnson Phone: (847) 470-5200 Email: djohnson@mortongroveil.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$145,269.00
ESTIMATED TOTAL W/ TAX	\$145,269.00

Discount Summary

Average Savings Per Year	\$1,822.65
TOTAL SAVINGS	\$9,113.25

Payment Summary

Date	Subtotal	Tax	Total
May 2024	\$80,761.30	\$0.00	\$80,761.30
May 2025	\$15,190.92	\$0.00	\$15,190.92
May 2026	\$15,798.56	\$0.00	\$15,798.56
May 2027	\$16,430.50	\$0.00	\$16,430.50
May 2028	\$17,087.72	\$0.00	\$17,087.72
Total	\$145,269.00	\$0.00	\$145,269.00

Quote List Price:

\$154,382.25

Quote Subtotal:

\$145,269.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
Fleet 3 Basic								
72034	AXON FLEET 3 - SIM INSERTION - VZW		15	\$15.00	\$14.11	\$211.65	\$0.00	\$211.65
71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL		15	\$249.00	\$234.30	\$3,514.50	\$0.00	\$3,514.50
70112	AXON SIGNAL - SIGNAL UNIT		15	\$279.00	\$262.53	\$3,937.95	\$0.00	\$3,937.95
80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	60m	15	\$1,248.00	\$1,174.34	\$17,615.10	\$0.00	\$17,615.10
11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD		15	\$1,449.00	\$1,363.46	\$20,451.90	\$0.00	\$20,451.90
73391	AXON FLEET 3 - DEPLOYMENT (PER VEHICLE)		15	\$1,700.00	\$1,599.65	\$23,994.75	\$0.00	\$23,994.75
80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	60m	30	\$1,062.00	\$999.31	\$29,979.30	\$0.00	\$29,979.30
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT		15	\$2,695.00	\$2,535.91	\$38,038.65	\$0.00	\$38,038.65
80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	60m	15	\$75.00	\$70.57	\$1,058.55	\$0.00	\$1,058.55
80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	49m	15	\$458.15	\$431.11	\$6,466.65	\$0.00	\$6,466.65
Total						\$145,269.00	\$0.00	\$145,269.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic	11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	15		05/15/2024
Fleet 3 Basic	70112	AXON SIGNAL - SIGNAL UNIT	15		05/15/2024
Fleet 3 Basic	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	15		05/15/2024
Fleet 3 Basic	72034	AXON FLEET 3 - SIM INSERTION - VZW	15		05/15/2024
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	15		05/15/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	15		
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	30		

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	AXON FLEET 3 - DEPLOYMENT (PER VEHICLE)	15

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	15		
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	15		

Shipping Locations

Location Number	Street	City	State	Zip	Country
-----------------	--------	------	-------	-----	---------

Payment Details

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware	11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	15	\$20,451.90	\$0.00	\$20,451.90
Upfront Hardware	70112	AXON SIGNAL - SIGNAL UNIT	15	\$3,937.95	\$0.00	\$3,937.95
Upfront Hardware	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	15	\$3,514.50	\$0.00	\$3,514.50
Upfront Hardware	72034	AXON FLEET 3 - SIM INSERTION - VZW	15	\$211.65	\$0.00	\$211.65
Upfront Hardware	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	15	\$38,038.65	\$0.00	\$38,038.65
Year 1	73391	AXON FLEET 3 - DEPLOYMENT (PER VEHICLE)	15	\$4,430.08	\$0.00	\$4,430.08
Year 1	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	15	\$195.44	\$0.00	\$195.44
Year 1	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	15	\$3,252.23	\$0.00	\$3,252.23
Year 1	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	30	\$5,534.98	\$0.00	\$5,534.98
Year 1	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	15	\$1,193.92	\$0.00	\$1,193.92
Total				\$80,761.30	\$0.00	\$80,761.30

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73391	AXON FLEET 3 - DEPLOYMENT (PER VEHICLE)	15	\$4,607.28	\$0.00	\$4,607.28
Year 2	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	15	\$203.25	\$0.00	\$203.25
Year 2	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	15	\$3,382.31	\$0.00	\$3,382.31
Year 2	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	30	\$5,756.40	\$0.00	\$5,756.40
Year 2	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	15	\$1,241.68	\$0.00	\$1,241.68
Total				\$15,190.92	\$0.00	\$15,190.92

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73391	AXON FLEET 3 - DEPLOYMENT (PER VEHICLE)	15	\$4,791.58	\$0.00	\$4,791.58
Year 3	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	15	\$211.38	\$0.00	\$211.38
Year 3	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	15	\$3,517.61	\$0.00	\$3,517.61
Year 3	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	30	\$5,986.65	\$0.00	\$5,986.65
Year 3	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	15	\$1,291.34	\$0.00	\$1,291.34
Total				\$15,798.56	\$0.00	\$15,798.56

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73391	AXON FLEET 3 - DEPLOYMENT (PER VEHICLE)	15	\$4,983.24	\$0.00	\$4,983.24
Year 4	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	15	\$219.84	\$0.00	\$219.84
Year 4	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	15	\$3,658.31	\$0.00	\$3,658.31

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	30	\$6,226.11	\$0.00	\$6,226.11
Year 4	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	15	\$1,343.00	\$0.00	\$1,343.00
Total				\$16,430.50	\$0.00	\$16,430.50

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73391	AXON FLEET 3 - DEPLOYMENT (PER VEHICLE)	15	\$5,182.57	\$0.00	\$5,182.57
Year 5	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	15	\$228.63	\$0.00	\$228.63
Year 5	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	15	\$3,804.64	\$0.00	\$3,804.64
Year 5	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	30	\$6,475.16	\$0.00	\$6,475.16
Year 5	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	15	\$1,396.72	\$0.00	\$1,396.72
Total				\$17,087.72	\$0.00	\$17,087.72

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/23/2024





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-474979-45323.867JS

Issued: 02/01/2024

Quote Expiration: 03/31/2024

Estimated Contract Start Date: 04/01/2024

Account Number: 139261

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Morton Grove Police Dept. - IL 6101 Capulina Ave Morton Grove, IL 60053-2902 USA	Morton Grove Police Dept. - IL 6101 Capulina Ave Morton Grove IL 60053-2902 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jen Skouson Phone: Email: jskouson@axon.com Fax:	Marie-Claire Siau Phone: (847) 663-3811 Email: msiau@mortongroveil.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$165,923.34
ESTIMATED TOTAL W/ TAX	\$165,923.34

Discount Summary

Average Savings Per Year	\$4,540.71
TOTAL SAVINGS	\$22,703.56

Payment Summary

Date	Subtotal	Tax	Total
Mar 2024	\$68,061.46	\$0.00	\$68,061.46
Apr 2024	\$9,950.00	\$0.00	\$9,950.00
Mar 2025	\$21,977.97	\$0.00	\$21,977.97
Mar 2026	\$21,977.97	\$0.00	\$21,977.97
Mar 2027	\$21,977.97	\$0.00	\$21,977.97
Mar 2028	\$21,977.97	\$0.00	\$21,977.97
Total	\$165,923.34	\$0.00	\$165,923.34

Quote Unbundled Price:	\$188,626.90
Quote List Price:	\$188,626.90
Quote Subtotal:	\$165,923.34

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
AB31BD	AB3 1-Bay Dock Bundle	15			\$229.00	\$229.00	\$3,435.00	\$0.00	\$3,435.00
AB3MBD	AB3 Multi Bay Dock Bundle	5			\$1,638.90	\$1,638.90	\$8,194.50	\$0.00	\$8,194.50
AB3C	AB3 Camera Bundle	46			\$749.00	\$749.00	\$34,454.00	\$0.00	\$34,454.00
A la Carte Software									
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	46	60		\$26.04	\$17.84	\$49,244.84	\$0.00	\$49,244.84
ProLicense	Pro License Bundle	7	60		\$42.31	\$42.25	\$17,745.00	\$0.00	\$17,745.00
BasicLicense	Basic License Bundle	44	60		\$16.27	\$16.25	\$42,900.00	\$0.00	\$42,900.00
A la Carte Services									
85144	AXON BODY - PSO - STARTER	1			\$9,950.00	\$9,950.00	\$9,950.00	\$0.00	\$9,950.00
Total							\$165,923.34	\$0.00	\$165,923.34

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	15	03/01/2024
AB3 1-Bay Dock Bundle	74211	AXON BODY 3 - DOCK - SINGLE BAY	15	03/01/2024
AB3 Camera Bundle	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	51	03/01/2024
AB3 Camera Bundle	71026	AXON BODY - MOUNT - MAGNET FLEXIBLE REINFORCED RAPIDLOCK	51	03/01/2024
AB3 Camera Bundle	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	46	03/01/2024
AB3 Camera Bundle	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	1	03/01/2024
AB3 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5	03/01/2024
AB3 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5	03/01/2024
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - DOCK - EIGHT BAY	5	03/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	44	04/01/2024	03/31/2029
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	44	04/01/2024	03/31/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	21	04/01/2024	03/31/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	7	04/01/2024	03/31/2029
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	46	04/01/2024	03/31/2029

Services

Bundle	Item	Description	QTY
A la Carte	85144	AXON BODY - PSO - STARTER	1

Payment Details

Mar 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1 BWC HW	AB31BD	AB3 1-Bay Dock Bundle	15	\$3,435.00	\$0.00	\$3,435.00
Annual Payment 1 BWC HW	AB3C	AB3 Camera Bundle	46	\$34,454.00	\$0.00	\$34,454.00
Annual Payment 1 BWC HW	AB3MBD	AB3 Multi Bay Dock Bundle	5	\$8,194.50	\$0.00	\$8,194.50
Year 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	46	\$9,848.96	\$0.00	\$9,848.96
Year 1	BasicLicense	Basic License Bundle	44	\$8,580.00	\$0.00	\$8,580.00
Year 1	ProLicense	Pro License Bundle	7	\$3,549.00	\$0.00	\$3,549.00
Total				\$68,061.46	\$0.00	\$68,061.46

Apr 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	85144	AXON BODY - PSO - STARTER	1	\$9,950.00	\$0.00	\$9,950.00
Total				\$9,950.00	\$0.00	\$9,950.00

Mar 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	46	\$9,848.97	\$0.00	\$9,848.97
Year 2	BasicLicense	Basic License Bundle	44	\$8,580.00	\$0.00	\$8,580.00
Year 2	ProLicense	Pro License Bundle	7	\$3,549.00	\$0.00	\$3,549.00
Total				\$21,977.97	\$0.00	\$21,977.97

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	46	\$9,848.97	\$0.00	\$9,848.97
Year 3	BasicLicense	Basic License Bundle	44	\$8,580.00	\$0.00	\$8,580.00
Year 3	ProLicense	Pro License Bundle	7	\$3,549.00	\$0.00	\$3,549.00
Total				\$21,977.97	\$0.00	\$21,977.97

Mar 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	46	\$9,848.97	\$0.00	\$9,848.97
Year 4	BasicLicense	Basic License Bundle	44	\$8,580.00	\$0.00	\$8,580.00
Year 4	ProLicense	Pro License Bundle	7	\$3,549.00	\$0.00	\$3,549.00
Total				\$21,977.97	\$0.00	\$21,977.97

Mar 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	46	\$9,848.97	\$0.00	\$9,848.97
Year 5	BasicLicense	Basic License Bundle	44	\$8,580.00	\$0.00	\$8,580.00
Year 5	ProLicense	Pro License Bundle	7	\$3,549.00	\$0.00	\$3,549.00
Total				\$21,977.97	\$0.00	\$21,977.97

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

2/1/2024



ORDINANCE 24-02

AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION AND ACCEPTING CERTAIN IMPROVEMENTS FOR THE PONTO COLLECTION SUBDIVISION LOCATED ON PROPERTY COMMONLY KNOWN AS 9312 SHERMER ROAD IN MORTON GROVE, ILLINOIS

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, and 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, 9312 Shermer Road, legally described in “**Exhibit A**” and depicted in the Plat of Survey prepared by Gremley & Biedermann, a Division of PCLS Corporation, dated June 29, 2022, and attached hereto as “**Exhibit B**” and made a part of this Ordinance, is a 1.565-acre property (“Subject Property”) and is currently zoned R-1 Single Family Residence; and

WHEREAS, on January 24, 2023, pursuant to the application of Varda and Company, LLC (“Developer”) under Case PC 22-13, the Village Board of Trustees passed Ordinance 23-02, which approved a planned unit development (PUD) special use permit authorizing the development of six (6) single-family detached dwellings and a preliminary plat of subdivision for the Subject Property to create seven (7) new lots of record, in accordance with the submitted preliminary plat of subdivision, “Plat of the Ponto Collection Subdivision,” prepared by A.P. Surveying Company, P.C., dated October 5, 2022 (“Preliminary Plat of Subdivision”); and

WHEREAS, pursuant to Section 12-8-3: A.1, the Developer submitted a final plat of subdivision, “Plat of the Ponto Collection Subdivision,” prepared by A.P. Surveying Company, P.C., dated February 2, 2024 (“Final Plat of Subdivision”), a copy of which is attached hereto and made a part hereof, and is marked as “**Exhibit C**”; and

WHEREAS, pursuant to Section 12-8-3:A.2, the Building Commissioner, Plan Commission Chairperson, Village Administrator, and Corporation Counsel reviewed the Final Plat of Subdivision and unanimously find that the proposed Final Plat is in substantial compliance with the approved Preliminary Plat of Subdivision and recommend approval of the Final Plat to the Village Board of Trustees; and

WHEREAS, the Developer has installed, except as noted within the list and plan of uncompleted work attached hereto as “**Exhibit D**”, surface and underground improvements within the Subject Property and public right-of-way dedicated to the Village including, but not limited to,

street pavement, curb and gutter, sidewalk, parkway grass, storm sewer system, sanitary sewer system, water distribution system, stormwater volume control and detention facilities, and street lighting system in accordance with the permitted site improvement plan, “Site Development, Ponto Collection Subdivision,” prepared by Civiland PLLC, dated January 19, 2023 (revised August 23, 2023), and approved by the Village on September 1, 2023, under Permit PB 23-0038, a copy of which is attached hereto and made a part hereof and is marked as “**Exhibit E**” (“Site Improvement Plan”); and

WHEREAS, pursuant to Section 12-8-3:A.3, the Village Engineer provided a signed statement, “Certificate of Substantial Conformance of Constructed Improvements,” dated February 12, 2024, a copy of which is attached hereto and made a part hereof, and is marked as “**Exhibit F**”, certifying that the improvements described in Developer’s plans and specifications, together with the supporting documents and agreements, meet the minimum requirements of the Village, county, state, and other authorities having jurisdiction and that improvements comply as herein provided, except as noted on “**Exhibit D**”; and

WHEREAS, the Village staff has recommended that street pavement, curb and gutter, sidewalk, and parkway area constructed or installed in the public right-of-way dedicated to the Village as depicted the Site Improvement Plan should be accepted by the Corporate Authorities following completion of applicable restoration identified in “**Exhibit D**”; and

WHEREAS, the Village staff has recommended and the Developer has agreed the ownership of the water distribution system and sanitary sewer system improvements installed as part of the Site Improvement Plan within the right-of-way or on the Subject Property should be accepted by the Corporate Authorities up to and including the connection to the Village’s water and sanitary sewer mains under Shermer Road, but the Developer and, ultimately the homeowner’s association, will be responsible for the continuity, care, conservation, maintenance and operation up to and including the connection to the Village’s water mains; and

WHEREAS, the Village staff has recommended, and Developer has agreed that the following improvements will NOT be accepted by the Village and shall remain the property of the Developer or its successor:

1. All portions of the street improvements installed as part of the Site Improvement Plan within the Subject Property;

2. The storm sewer system and stormwater volume control and detention facilities improvements installed as part of the Site Improvement Plan within the public right-of-way or on the Subject Property up to and including the connection to the Village's Shermer Road storm sewer; and
3. Street lighting system improvements installed or to be installed as part of the Site Improvement Plan within the Subject Property.

WHEREAS, pursuant to Section 12-8-3: C.7, the Developer furnished a required good and sufficient security to guarantee the performance of and payment for the improvements included in the approved site plan ("Original Performance Guarantee"); and

WHEREAS, Section 12-8-3:D requires a maintenance agreement for the repair or replacement of defective materials and workmanship for a period of time extending two (2) years for improvements constructed in the public right-of-way and a guarantee in the amount of ten percent (10%) of the value of those improvements; and

WHEREAS, Developer has met all of the conditions required for accepting public improvements and releasing the security specified in Section 12-8-3:D, except providing a Supplemental Performance Guarantee and completing those improvements identified in "Exhibit D" and delivering an executed maintenance agreement; and

WHEREAS, the Corporate Authorities have considered this matter at a Public Meeting and find, pursuant to the relevant provisions of the Village of Morton Grove Unified Development Code, the proposed Final Plat of Subdivision to be in accordance with applicable ordinances of the Village of Morton Grove for a Subdivision, subject to the conditions and restrictions as set herein.

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

SECTION 1: Incorporation by Reference. The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Ordinance, as though fully set forth herein, thereby making the findings as hereinabove set forth:

SECTION 2: Approval of Final Plat of Subdivision. The Corporate Authorities do hereby approve the Final Plat of Subdivision for a Subdivision to be known as the Ponto Collection Subdivision to create seven (7) new lots of record for the property commonly known 9312 Shermer Road and legally described in "**Exhibit A**".

SECTION 3: Conditions. The Final recorded Plat of Subdivision shall be subject to the following conditions:

- A. The Final recorded Plat of Subdivision shall be in accordance with the approved “Plat of the Ponto Collection Subdivision,” prepared by A.P. Surveying Company, P.C., dated February 2, 2024.
- B. The property and buildings shall be operated consistent with the plans and supporting documents in the application, and any necessary modifications to accommodate code compliance requirements as finalized and specifically approved in writing by the Village Administrator or his/her designee, including:
 - a. “Plat of the Ponto Collection Subdivision,” prepared by A.P. Surveying Company, P.C., dated February 2, 2024;
 - b. “Declaration Of Rights, Covenants, Conditions, Restrictions, and Easements for the Ponto Collection Single Family Homeowner Association,” prepared by Kolpak Law Group LLC, dated November 7, 2023; and
 - c. “Site Development, Ponto Collection Subdivision,” prepared by Civiland PLLC, dated January 19, 2023 (revised August 23, 2023), and approved by the Village on September 1, 2023, under Permit PB 23-0038, as modified by Village authorization.

SECTION 4: Filing of Final Plat of Subdivision. The Developer or his/her successor shall file the Final Plat of Subdivision and declaration with the Clerk of Cook County, Illinois, in accordance with Section 12-8-3 of the Village Code.

SECTION 5: Acceptance of Improvements

- A. The Corporate Authorities hereby accept ownership and perpetual maintenance of the curb and gutter, sidewalk, and parkway constructed or installed in the public right-of-way as part of the Site Improvement Plan.
- B. The Corporate Authorities hereby accept ownership of the water mains (not including water service lines) installed as part of Site Improvement Plan within the public right-of-way or on private property up to and including the connection to the Village’s water main under Shermer Road, provided that the Developer and, ultimately the homeowner’s association, retains responsibility for the continuity, care, conservation, maintenance and operation up to and including the connection to the Village’s water mains.
- C. The Corporate Authorities hereby accept ownership of the sanitary sewer main (not including building sewer lines) installed as part of Site Improvement Plan within the public right-of-way or on private property up to and including the connection to the Village’s sanitary sewer main under Shermer Road, provided that the Developer and, ultimately the homeowner’s association, retains responsibility for the continuity, care, conservation,

maintenance and operation up to and including the connection to the Village's sanitary sewer main.

- D. The Corporate Authorities do NOT accept ownership or maintenance obligations of any improvements not specifically described in Subsection A, B or C of this Section 5 including, but not limited to:
- a. All portions of the street pavement curb and gutter, sidewalk, parkway, parking area, and driveway improvements installed as part of the Site Improvement Plan within the Subject Property;
 - b. The storm sewer improvements and stormwater volume control and detention facilities installed as part of the Site Improvement Plan within the public right-of-way or on the Subject Property up to and including the connection to the Village's Shermer Road storm sewer;
 - c. The street lighting improvements installed or to be installed as part of the Site Improvement Plan within the Subject Property.

SECTION 6: Performance Guarantee. The Village Administrator or his designee is authorized to take all steps necessary to release or reduce the Original Performance Guarantee on behalf of the Village. However, such release or reduction shall not occur until the Developer furnishes good and sufficient security to guarantee the performance of and payment for the improvements not completed and contained in "**Exhibit D**" ("Supplemental Performance Guarantee"), the Maintenance Agreement is executed by the Developer and the Village, and the maintenance guarantee has been submitted.

SECTION 7: Effective Date. The Ordinance shall be in full force and effect: (i) from and after its passage, approval and publication in pamphlet form according to law; (2) the Developer or his/her successors had recorded Final Plat of Subdivision, in accordance with Section 12-8-3 of the Village Code and has recorded this Ordinance with the Recorder of Deeds of Cook County, Illinois, and has provided the evidence of such recordings to the Village of Morton Grove; (3) the Developer has provided a performance guarantee for the completion by the Developer and approval by the Village of all outstanding work identified in "**Exhibit D**"; (4) the Developer and the Village, have executed a Maintenance Agreement, and the Developer has provided and the Village has approved the maintenance guarantee.

Passed this 13th day of February 2024.

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

Approved by me this 13th day of February 2024.

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

Attested and Filed in my office this
14th day of February 2024.

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

LIST OF EXHIBITS

EXHIBIT A	Legal Description
EXHIBIT B	Plat of Survey
EXHIBIT C	Final Plat of Subdivision
EXHIBIT D	List and Plan of Uncompleted Required Work
EXHIBIT E	Site Improvement Plan
EXHIBIT F	Certificate of Conformance of Constructed Improvements

EXHIBIT A

LEGAL DESCRIPTION

9312 SHERMER ROAD, MORTON GROVE 60053

THE SOUTH HALF OF THE NORTH 30 ACRES OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LYING EAST OF THE WEST LINE OF TELEGRAPH ROAD, ALSO KNOWN AS SCHERMERVILLE AVENUE) EXCEPT THE WEST 1885.88 FEET;

ALSO

THAT PART LYING EAST OF THE WEST 1885.88 FEET OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF AND ADJOINING THE SOUTH 818.40 CHAINS NORTH OF NORTH LINE OF SOUTH 1/2 OF SOUTH 1/2 NORTH 30 ACRES THEREOF ALSO BEING THE NORTH LINE OF LOTS 1-5 INCLUSIVE IN GROVEDALE HOMES UNIT 4 AND LYING SOUTH OF AND ADJOINING THE SOUTH HALF OF THE NORTH 30 ACRES OF THE SOUTH HALF OF THE NORTHEAST QUARTER AFORESAID (EXCEPT THAT PART LYING EAST OF THE WEST LINE OF TELEGRAPH ROAD) IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBER:

09-13-219-042-0000

LEGEND

- Storm CB
San Clean Out
Water MH
Water Buffalo Box
Water Fire Hydrant
Utility Pole
Guy Anchor
Tree - Deciduous
Tree - Evergreen
Sign Post
Unclassified Manhole
Iron Pipe
JULIE Mark - Water

A=ASPHALT ELEVATION
GR=GRAVEL ELEVATION
FFE=FINISHED FLOOR ELEVATION
W=WALK ELEVATION
X=CONCRETE ELEVATION
TOE=TOP OF SLOPE ELEVATION
TOB=TOP OF BANK ELEVATION
C=CURB ELEVATION
G=GUTTER ELEVATION
EL=ELEVATION
TW=TOP OF WALL ELEVATION
BK=BRICK ELEVATION

GREMLEY & BIEDERMANN

A DIVISION OF
PLCS Corporation
LICENSE NO. 184-005332

PROFESSIONAL LAND SURVEYORS

4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630
TELEPHONE: (773) 685-5102 EMAIL: INFO@PLCS-SURVEY.COM

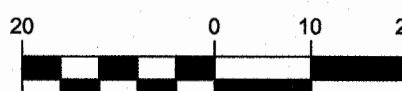
Plat of Survey

THE SOUTH HALF OF THE NORTH 30 ACRES OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF AND ADJOINING THE SOUTH 818.40 CHAINS NORTH OF NORTH LINE OF SOUTH 1/2 OF SOUTH 1/2 NORTH 30 ACRES THEREOF ALSO BEING THE NORTH LINE OF LOTS 1-5 INCLUSIVE IN GROVEDALE HOMES UNIT 4 AND LYING SOUTH OF AND ADJOINING THE SOUTH HALF OF THE NORTH 30 ACRES OF THE SOUTH HALF OF THE NORTHEAST QUARTER AFORESAID (EXCEPT THAT PART LYING EAST OF THE WEST LINE OF TELEGRAPH ROAD) IN COOK COUNTY, ILLINOIS.

CONTAINING 68,207 SQUARE FEET OR 1.565 ACRES MORE OR LESS.

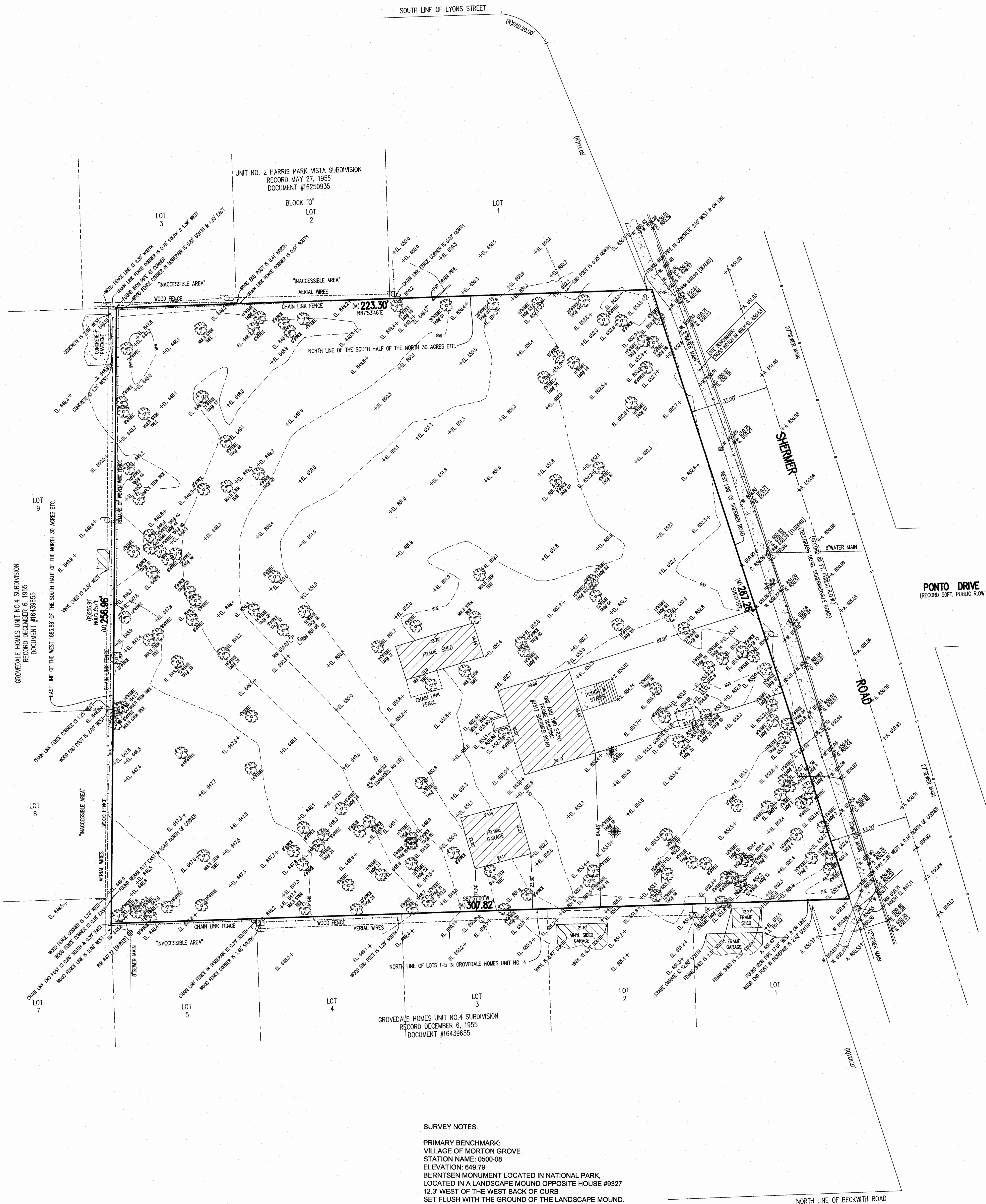
EXHIBIT B

GRAPHIC SCALE



(IN FEET)

1" = 20'



SURVEY NOTES:

PRIMARY BENCHMARK:
VILLAGE OF MORTON GROVE
STATION NAME: 0500-08
ELEVATION: 649.79
BERNTSEN MONUMENT LOCATED IN NATIONAL PARK,
LOCATED IN A LANDSCAPE MOUND OPPOSITE HOUSE #9327
12.3' WEST OF THE WEST BACK OF CURB
SET FLUSH WITH THE GROUND OF THE LANDSCAPE MOUND.

SECONDARY BENCHMARK:
VILLAGE OF MORTON GROVE
STATION NAME: 0500-09
ELEVATION: 652.96
BERNTSEN MONUMENT LOCATED IN NATIONAL PARK,
LOCATED IN A LANDSCAPE MOUND NORTH OF A PARKING LOT
9.5' SOUTHWEST OF THE CENTERLINE OF A POLE LINE
SET FLUSH WITH THE GROUND OF THE LANDSCAPE MOUND.

UTILITY WARNING

The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes NO guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.

Call DIGGER - (312) 744-7000 within the City of Chicago.

Outside of the City of Chicago call J.U.L.I.E. (800) 892-0123 prior to construction or excavation.

STATE OF ILLINOIS
COUNTY OF COOK

WE, GREMLEY & BIEDERMANN, INC. HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY CORRECTED TO A TEMPERATURE OF 62° FAHRENHEIT.

FIELD MEASUREMENTS COMPLETED ON JUNE 23, 2022.

SIGNED ON JUNE 23, 2022.

BY: *Robert G. Biedermann*

PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2802
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



ORDERED BY: VARGA & CO LLC	CHECKED: LB	DRAWN: RL
ADDRESS: 9312 SHERMER ROAD		
GREMLEY & BIEDERMANN A DIVISION OF PLCS CORPORATION LICENSE NO. 184-005332 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 685-5102 EMAIL: INFO@PLCS-SURVEY.COM		
ORDER NO. 2022-30217-001	DATE: JUNE 23, 2022 SCALE: 1" = 20 FEET	PAGE NO. 1 OF 1

G:\CAD\2022\2022-30217\2022-30217-001.dwg

SURVEY NOTES:

SURVEYOR'S LICENSE EXPIRES November 30, 2022

Note (R&M) denotes Record and Measured distances respectively.

Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

For easements, building lines and other restrictions not shown on survey plat refer to your abstract, deed, contract, title policy and local building line regulations.

NO dimensions shall be assumed by scale measurement upon this plat.

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.

COPYRIGHT GREMLEY & BIEDERMANN, INC. 2022 "All Rights Reserved"

PLAT OF THE PONTO COLLECTION SUBDIVISION



THE SOUTH 1/2 OF THE NORTH 30 ACRES OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING EAST OF THE WEST LINE OF TELEGRAPH ROAD, ALSO KNOWN AS SCHERMERVILLE AVENUE), EXCEPT THE WEST 1885.88 FEET, ALSO THAT PART LYING EAST OF THE WEST 1885.88 FEET OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF AND ADJOINING THE SOUTH 12.40 CHAINS THEREOF AND LYING S OF AND ADJOINING THE SOUTH 1/2 OF THE NORTH 30 ACRES OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 AFORESAID (EXCEPT THAT PART LYING EAST OF THE WEST LINE OF TELEGRAPH ROAD) ALL IN COOK COUNTY, ILLINOIS

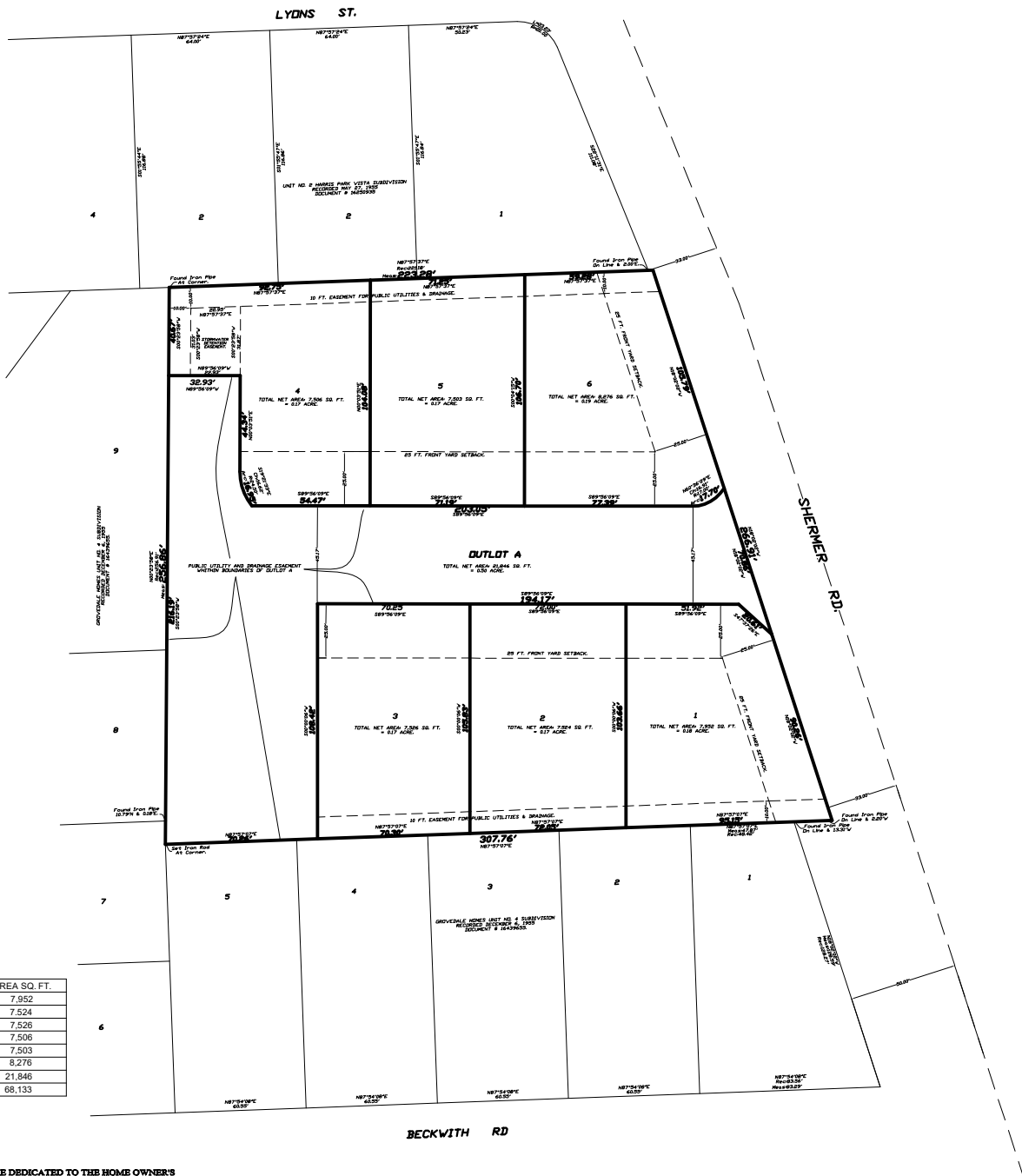
A. P. SURVEYING COMPANY, P.C.
LAND - SURVEYORS
LICENSE No. 184-00309
PROFESSIONAL DESIGN FIRM-LAND SURVEYING CORPORATION
2121 PARKVIEW COURT, WILMETTE, IL 60091
TEL: (847) 653-9194 FAX: (847) 653-5991
E-MAIL: apsurveyingcompany@gmail.com

COMMONLY KNOWN AS: 9312 SHERMER ROAD, MORTON GROVE, ILLINOIS.

P.I.N.: 09-13-219-042-0000

TOTAL NET AREA : 68,133 SQ. FT. = 1.56 ACRE.

ORDER NUMBER: 22-0821-S-P2
DATE: February 10, 2024



LOT NO.	AREA SQ. FT.
LOT 1	7,952
LOT 2	7,524
LOT 3	7,526
LOT 4	7,506
LOT 5	7,503
LOT 6	8,276
OUTLOT A	21,846
TOTAL	68,133

NOTES:
1) OUTLOT A TO BE DEDICATED TO THE HOME OWNER'S ASSOCIATION.
2) P. U. & D. E. DENOTES PUBLIC UTILITY AND DRAINAGE EASEMENT.
4) FIELD WORK PERFORMED OCTOBER 3, 2022.

REVISIONS		
NO.	DATE	DESCRIPTION

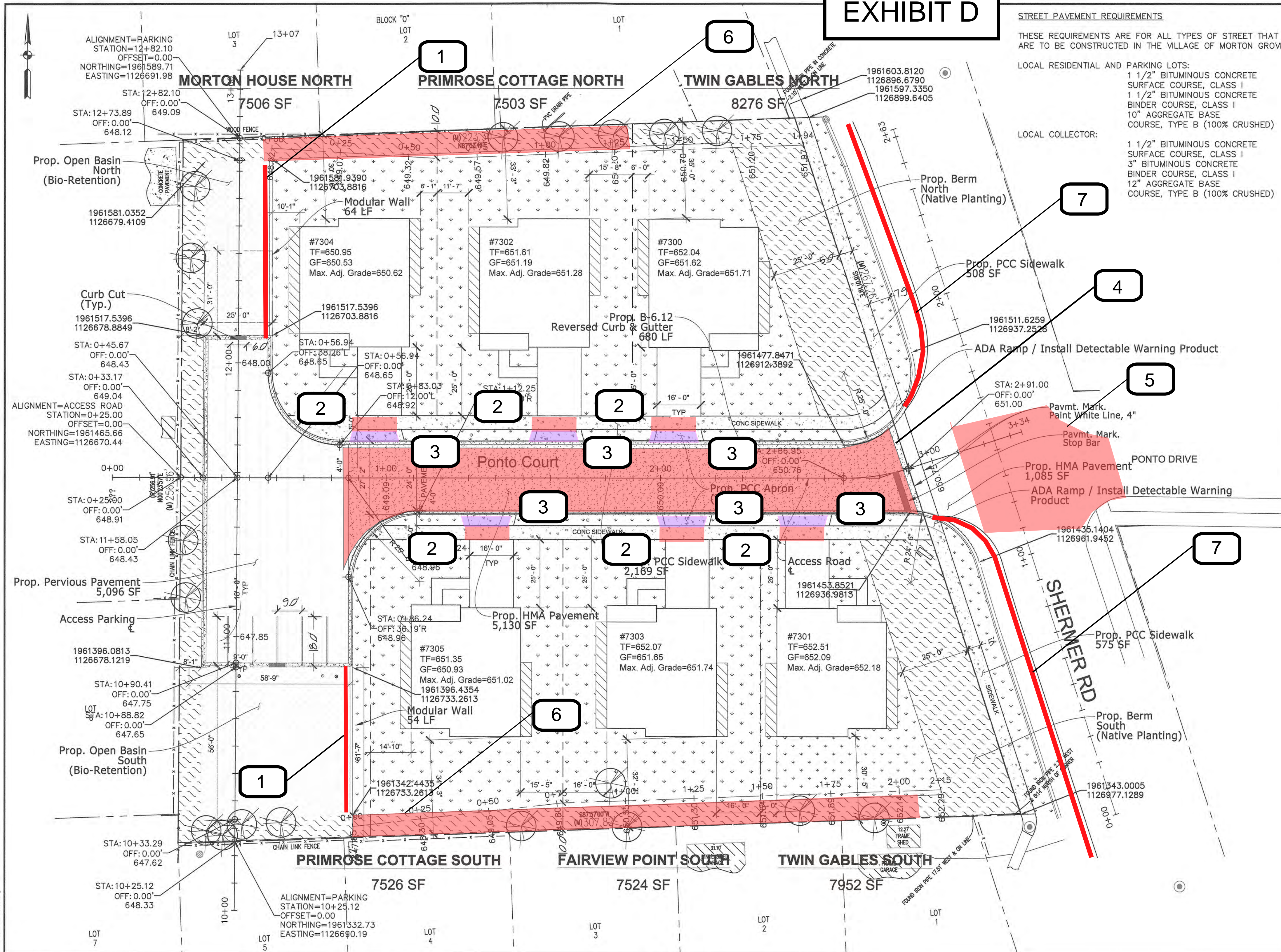
Exhibit D

The following required improvements are included in the PERMITTED SITE IMPROVEMENT PLAN,” prepared by Civiland PLLC, dated June 5, 2023, approved by the Village on September 1, 2023, under Permit PB 23-0038, but the installation or construction of improvements has not been fully completed.

1. Retaining wall in north open basin of stormwater management facility shall be installed not later than June 15, 2024.
2. Sidewalk gaps across driveways for each lot shall be installed across each frontage prior to the earlier of the Village issuing a certificate of occupancy for said lot or June 15, 2025.
3. Driveway aprons for each lot shall be installed across each frontage prior to Village prior to the earlier of the Village issuing a certificate of occupancy for said lot or June 15, 2025.
4. Hot-mix asphalt pavement surface course shall be installed no later than June 15, 2025
5. Shermer Road pavement patches and pavement markings shall be completed no later than June 15, 2024.
6. Ditch grading along north and south property lines shall be completed no later than June 15, 2024.
7. Grading all ground elevations above Elevation 648.27 on the properties identified on “Plat of the Ponto Collection Subdivision” as Lot 3 (commonly known as 7305 Ponto Court) and Lot 4 (commonly known as 7304 Ponto Court) shall be completed not later than June 15, 2024.
8. Street lighting units shall be installed in front of each lot prior to the earlier of the Village issuing a certificate of occupancy for said lot or June of 15, 2025.

The locations for Items 1 through 6 above are graphically depicted on the following page.

EXHIBIT D



STREET PAVEMENT REQUIREMENTS

THESE REQUIREMENTS ARE FOR ALL TYPES OF STREET THAT ARE TO BE CONSTRUCTED IN THE VILLAGE OF MORTON GROVE.

LOCAL RESIDENTIAL AND PARKING LOTS:

1 1/2" BITUMINOUS CONCRETE
SURFACE COURSE, CLASS I
1 1/2" BITUMINOUS CONCRETE
BINDER COURSE, CLASS I
10" AGGREGATE BASE
COURSE, TYPE B (100% CRUSHED)

LOCAL COLLECTOR:

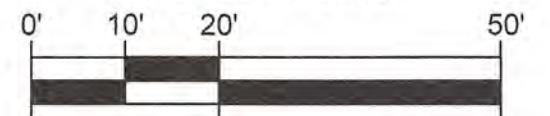
1 1/2" BITUMINOUS CONCRETE
SURFACE COURSE, CLASS I
3" BITUMINOUS CONCRETE
BINDER COURSE, CLASS I
12" AGGREGATE BASE
COURSE, TYPE B (100% CRUSHED)

- 1 INSTALL RETAINING WALL
- 2 CONSTRUCT SIDEWALK ACROSS DRIVEWAY
- 3 CONSTRUCT DRIVEWAY APRON
- 4 INSTALL HOT-MIX ASPHALT SURFACE COURSE
- 5 CONSTRUCT PAVEMENT PATCHES
- 6 REGRADE DITCH
- 7 INSTALL PAVEMENT MARKINGS



General Contractors Real Estate Development

FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. USE THE SCALE BELOW TO MAKE MEASUREMENTS ON REDUCED PLANS.



a/c
architects

4840 main street | skokie illinois 60077
office 847.829.0801 | fax 847.763.6708
info@acarchitects.net | www.acarchitects.net

CIVILAND, PLLC
DESIGN FIRM 184.008369
7017 N TRIPP AVE.
LINCOLNWOOD IL. 60712
INFO@CIVILANDLLC.COM
847.877.6900



Civiland LLC

Signed: 07/14/2023
Expires: 11/30/2023

SUBMITTALS

DATE	REMARKS
07/14/2023	MWRD REVISION 1 UPDATED
06/14/2023	MWRD REVISION 1
06/05/2023	REVISED AS PER MWRD LETTER 3
05/24/2023	REVISED AS PER MWRD LETTER 2
05/15/2023	REVISED AS PER ENG. / PW REVIEW 3
05/08/2023	REVISED AS PER MWRD LETTER 1
04/03/2023	REVISED AS PER ENG. / PW REVIEW 2
03/06/2023	REVISED AS PER ENG. / PW REVIEW
01/25/2023	ISSUED FOR VILLAGE SITE REVIEW
12/19/2022	UPDATED SITE (SIX LOTS)
09/06/2022	ISSUED FOR PLAN COMMISSION

SITE DEVELOPMENT
PONTO COLLECTION SUBDIVISION
PONTO COURT
MORTON GROVE

C-6
SITE GEOMETRICS

DESIGNED BY: SCO
PROJECT NO.: 2023-9319
DATE: 01/19/2023
SCALE: 1:20 (FULL), 1:40 (HALF)
SHEET 7 OF 19

HORIZONTAL ALIGNMENT REPORT

Alignment Name: Access Parking
Station Range: Start: 10+00.00, End: 13+07.04

Begin Parking
N 1,961,307.6141 E 1,126,690.0113 10+00.00
Line (1)
N0° 23' 57"E 307.04'
N 1,961,614.6440 E 1,126,692.1507 13+07.04
Line (1)
N 1,961,614.6440 E 1,126,692.1507 13+07.04
End Parking

Alignment Length: 307.04'

HORIZONTAL ALIGNMENT REPORT

Alignment Name: DITCH NORTH
Station Range: Start: 0+00.00, End: 1+93.81

Begin DITCH NORTH
N 1,961,580.1409 E 1,126,703.9836 0+00.00
Line (1)
N87° 53' 46"E 193.81'
N 1,961,587.2555 E 1,126,897.6618 1+93.81
Line (1)
N 1,961,587.2555 E 1,126,897.6618 1+93.81
End DITCH NORTH

Alignment Length: 193.81'

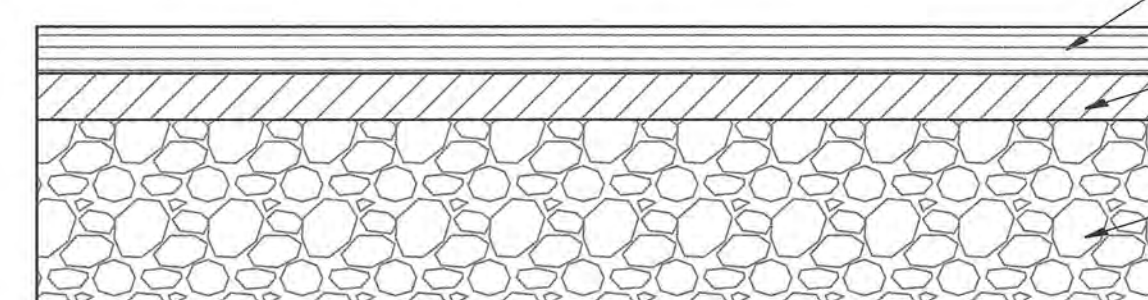
HORIZONTAL ALIGNMENT REPORT

Alignment Name: DITCH SOUTH
Station Range: Start: 0+00.00, End: 2+14.80

Begin DITCH SOUTH
N 1,961,344.2780 E 1,126,733.2613 0+00.00
Line (1)
N87° 57' 00"E 214.80'
N 1,961,351.9615 E 1,126,947.9237 2+14.80
Line (1)
N 1,961,351.9615 E 1,126,947.9237 2+14.80
End DITCH SOUTH

Alignment Length: 214.80'

HMA PAVEMENT DETAIL



1 1/2" (MIN.) BITUMINOUS CONCRETE
SURFACE COURSE, CLASS I
1 1/2" (MIN.) BITUMINOUS CONCRETE
BINDER COURSE, CLASS I
10" (MIN.) AGGREGATE BASE COURSE,
TYPE B (100% CRUSHED)

EXHIBIT E

SITE IMPROVEMENT PLAN

ON FILE WITH THE DEPARTMENT OF BUILDING AND INSPECTIONAL SERVICES

Exhibit F

Department of Public Works

7840 N. Nagle • Morton Grove, IL 60053



Incredibly Close ✧ Amazingly Open

CERTIFICATE OF CONFORMANCE AND SUBSTANTIAL COMPLETION OF CONSTRUCTED IMPROVEMENTS

Development Legal Name: Ponto Collection Subdivision (9312 Shermer Road, Morton Grove, Illinois)

Developer: Varda and Company, LLC
4900 Madison Street Unit B
Skokie, Illinois 60077

I, Chris Tomich, as Village Engineer of Morton Grove, certify the following, specific, individual improvements required to be constructed or installed in, or upon, such streets or thoroughfares in connection with the approval of the plat of subdivision by the village board of trustees, have been fully completed and the construction or installation thereof has been approved by him:

- Curb and gutter, pavement aggregate base, pavement hot-mix asphalt binder course, brick paver pavement, and parkway grass on Ponto Court.
- Curb and gutter, sidewalk, and parkway grass on Shermer Road.
- Storm sewer system.
- Sanitary sewer system.
- Water distribution system.
- Stormwater detention facility.

I further certify the following work has not been fully completed due to inclement weather or the lack of availability of necessary materials, but that the site improvements are substantially complete for the purpose of constructing residential buildings:

- Design revision eliminating retaining wall in south open basin of stormwater management facility.
- Retaining wall in north open basin of stormwater management facility.
- Sidewalk gaps across driveways.
- Driveway aprons.
- Hot-mix asphalt pavement surface course.
- Shermer Road pavement patches and pavement markings.
- Ditch grading along north property line.
- Grading all ground elevations above Elevation 648.27 on the properties identified on "Plat of the Ponto Collection Subdivision" as Lot 3 (commonly known as 7305 Ponto Court) and Lot 4 (commonly known as 7304 Ponto Court).
- Street lighting units

Signed

Date

2/12/24



Legislative Summary

Resolution 24-18

AUTHORIZING AND APPROVING AN AMENDMENT TO A PROFESSIONAL SERVICE AGREEMENT BETWEEN R.M. SWANSON ARCHITECTS PC AND THE VILLAGE OF MORTON GROVE FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE MORTON GROVE METRA COMMUTER STATION

Introduced:	February 13, 2024
Purpose:	To engage R.M. Swanson Architects to provide additional construction management services for the reconstruction of the Morton Grove Metra station at 8501 Lehigh Avenue.
Background:	<p>The Morton Grove Metra Station is a commuter railroad station on Metra's Milwaukee District/ North Line which was constructed in the 1970s and last updated in the 1980s. The Village plans to reconstruct the Metra station to include ADA improvements and enhancements to the surrounding platform, landscaping, parking lot, bicycle parking and pedestrian safety upgrades. The new station will feature quality architecture, incorporate sustainable practices where feasible and serve as an attractive gateway to the Village.</p> <p>Pursuant to Resolution 22-02, the Village entered into a Professional Service Agreement with R.M. Swanson Architects PC to prepare and finalize architectural and engineering plans for the reconstruction of the Metra Station. With the assistance of R.M. Swanson Architects PC, the Village is preparing to solicit bids for construction of the station in Q1 2024 and will need construction management assistance, including but not limited to preconstruction services, coordination with and management of the selected general contractor, and monitoring of construction progress and costs.</p> <p>Village staff has negotiated an amendment to the original Professional Service Agreement with R.M. Swanson Architects, PC to provide construction management services for \$54,000. Construction management services will begin immediately with construction expected to begin in Spring 2024 and be completed by the end of the year. This Resolution will authorize the Village Administrator to finalize and execute this contract.</p>
Departments Affected	Administration, Finance, Public Works, and Community and Economic Development
Fiscal Impact:	\$54,000
Source of Funds:	Lincoln/Lehigh Tax Increment Financing District Funds – Account 15-10-79-57-1031
Workload Impact:	The Village Administrator and or his designee are hereby authorized to finalize and take all steps necessary to implement the amendment to the Professional Services Agreement.
Admin Recommend:	Approval as presented.
Second Reading:	Not Required.
Special Consideration:	None.

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Zoe Heidorn, Assistant Village Administrator

RESOLUTION 24-18

AUTHORIZING AND APPROVING AN AMENDMENT TO A PROFESSIONAL SERVICE AGREEMENT BETWEEN R.M. SWANSON ARCHITECTS PC AND THE VILLAGE OF MORTON GROVE FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE MORTON GROVE METRA COMMUTER STATION

WHEREAS, the Village of Morton Grove (the “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, and 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, the Morton Grove Metra station located at 8501 Lehigh Avenue, Morton Grove, Illinois 60053 is a commuter railroad station on Metra's Milwaukee District/North Line which was constructed in the 1970s and last updated in the 1980s (“Metra Station”); and

WHEREAS, pursuant to the goals of the Lincoln/Lehigh Tax Increment Financing District, adopted in 2021, the Village plans to reconstruct the Metra Station to include ADA improvements and enhancements to the surrounding platform, landscaping, parking lot, bicycle parking and pedestrian safety upgrades. The new station will feature quality architecture, incorporate sustainable practices where feasible and serve as an attractive gateway to the Village; and

WHEREAS, after issuing a Request for Qualifications and reviewing qualified firms, on January 10, 2022, pursuant to Resolution 22-02, the Village Board approved a Professional Service Agreement between R.M. Swanson Architects PC and the Village of Morton Grove to provide architectural and related services for the design and reconstruction of the Metra Station (“Agreement”); and

WHEREAS, the Village is preparing to solicit bids for construction services for this project, and will need construction management assistance, including but not limited to preconstruction services, coordination with and management of the selected general contractor, and monitoring of construction progress and costs; and

WHEREAS, Village staff has negotiated an amendment to the Agreement with R.M. Swanson Architects PC to provide construction management services for the price of \$54,000. Construction management services will begin immediately with construction expected to begin in Spring 2024 and be completed later this year.

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 hereby approve an amendment to the Professional Service Agreement between R.M. Swanson Architects PC and the Village of Morton Grove to provide construction management services for the reconstruction of the Morton Grove Metra Station located at 8501 Lehigh Avenue, Morton Grove, Illinois in substantial conformity with Exhibit A, and authorize the Village Administrator to negotiate, finalize and execute the agreement.

SECTION 3: The Village Administrator and/or his designees are hereby authorized to finalize and to take all steps necessary to implement and enforce the agreement.

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

Passed this 13th day of February 2024.

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

Approved by me this 13th day of February 2024.

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

Attested and Filed in my office this
14th day of February 2024.

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

Amendment to the Scope of Services Agreement

This **AMENDMENT** dated: _____, 2024, is made to the **AGREEMENT** dated January 10, 2022, authorized by the Village of Morton Grove Board of Trustees under Resolution 22-02

BETWEEN the Owner:

**The Village of Morton Grove
6101 Capulina Avenue
Morton Grove, Illinois 60053**

and the Architect:

**R.M. Swanson Architects PC
Rick Swanson AIA, NCARB
11418 E Mission Ln
Scottsdale, AZ 85259**

for the following Project: **Morton Grove Train Station renovations at 8501 Lehigh Avenue, Morton Grove, Illinois.**

The Owner and the Architect agree that the terms and conditions governing the Architect's services and responsibilities under the Agreement referred to above shall be amended to include the construction management services specified in this Amendment as an addition to the Architect's Basic Services under that Agreement.

ARTICLE 1. CONSTRUCTION MANAGEMENT RESPONSIBILITIES

1.1 The construction management services to be provided by the Architect are as enumerated in Articles 2 and 3 of this Amendment.

1.2 The Architect shall provide organization, personnel and management to carry out the requirements of this Amendment in an expeditious and economical manner consistent with the interests of the Owner.

1.3 The services covered by this Amendment are subject to the time limitations contained in the Agreement between Owner and Architect referenced above.

ARTICLE 2. SCOPE OF SERVICES DURING PRECONSTRUCTION PHASES

2.1 The Architect, as a part of the Architect's review of the program furnished by the Owner, shall provide a preliminary evaluation of the feasibility of the Owner's program, schedule and construction budget requirements, each in terms of the other.

2.2 The Architect shall prepare, in addition to preliminary estimates of Construction Cost for program requirements based on early schematic designs and other design criteria, comparative estimates for the cost evaluations of alternative materials and systems.

2.3 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Architect shall prepare and update preliminary Construction Cost estimates with increasing detail and refinement. Such estimates shall be provided for the Owner's review and approval prior to the commencement of performance by the Architect of services for each succeeding Preconstruction Phase. If separate contracts are to be awarded, the estimated cost of the scope of Work for each contract shall be indicated with supporting detail. The Architect shall advise the Owner if it appears that a preliminary Construction Cost estimate may exceed the latest approved Project budget and make recommendations for corrective action.

2.4 Following the Owner's approval of the Construction Documents, the Architect shall update and submit the latest estimate of Construction Cost for the Owner's approval in accordance with the Agreement.

2.5 The Architect shall submit recommendations on relative feasibility of construction methods, methods of Project delivery, availability of materials and labor, time requirements for procurement, installation and construction, and appropriate utilization of the site for mobilization of construction forces and materials.

2.6 The Architect shall prepare and update a Project schedule to show the timing of anticipated services and construction Work for the Owner's review and approval prior to commencement of the Architect's services for each succeeding Preconstruction Phase.

2.7 In developing the Project schedule, the Architect shall identify critical and long-lead-time items for the coordination and integration of the Architect's services with the Owner's responsibilities, including the services of the Owner's other consultants and contractors.

2.8 The Architect shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, engineers, consultants and testing laboratories required for the Project.

2.9 The Architect, at the Owners discretion, shall submit a list of prospective bidders and a bidding schedule for the Owner's review and approval.

2.10 The Architect shall solicit bidders' interest in the Project. The Architect shall assist the Owner in issuing bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Architect shall assist the Owner with the receipt of questions from bidders and the issuance of addenda,

2.11 The Architect shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts.

2.12 The Architect shall conduct pre-award conferences with successful bidders. The Architect shall advise the Owner of any reasonable objections to the proposed list of Subcontractors and material suppliers.

2.14 The Architect shall advise the Owner on the division of the Project into separate contracts or various categories for work including method be used for selecting Contractors and awarding contracts.

2.15 The Architect shall make recommendations to the Owner regarding the allocation of responsibilities for Project conditions among the Contractors.

2.16 The Architect shall assist the Owner in obtaining applicable building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Contractors.

ARTICLE 3. SCOPE OF SERVICES DURING THE CONSTRUCTION PHASE

3.1 The Architect with the cooperation of the General Contractor shall prepare a Project construction schedule providing for each scope of Work, including phasing of construction, times for commencement and completion required of each separate Contractor, ordering and delivery of materials requiring long-lead time and the occupancy requirements of the Owner.

3.3 The Architect shall schedule and conduct preconstruction, construction and progress meetings with the Owner and the Contractors to discuss such matters as procedures, progress and scheduling. The Architect shall prepare and promptly distribute minutes to the Owner and Contractors.

3.4 Utilizing the Construction Schedules provided by the Contractors, the Architect shall update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, review, approve and process all Shop Drawings, Product Data and Samples, and delivery of products requiring long-lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Architect shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates the previously approved Project construction schedule may not be met, the Architect shall recommend corrective action to the Owner.

3.5 Consistent with the Bidding Documents, and utilizing information from the Contractors, the Architect shall endeavor to coordinate the sequence of construction and assignment of space in areas where multiple Contractors are performing Work.

3.6 The Architect shall, at the Owner's request, monitor the approved estimate of Construction Cost. The Architect shall show actual costs for activities in progress and estimates for uncompleted tasks.

3.7 The Architect shall record the progress of the Project with written progress reports to the Owner including information on each Contractor's Work, as well as the entire Project, showing percentages of completion.

3.8 The Architect in cooperation with the General Contractor shall maintain at the Project site, on a current basis: one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; purchases; other related documents and revisions that arise out of the Contracts or Work. Architect shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Architect shall make all such records available to the Owner and, upon completion of the Project, shall deliver them to the Owner.

ARTICLE 4. THE OWNER'S RESPONSIBILITIES

4.1 The Owner reserves the right to perform Work related to the Project with the Owner's own forces, and to award contracts in connection with the Project that are not part of the Architect's responsibilities under the Amendment. The Architect shall notify the Owner if any such independent action will in any way interfere with the Architect's ability to perform under the Amendment.

4.2 The Owner shall furnish the required information and services and shall render approvals and decisions expeditiously for the orderly progress of the Architect's services.

ARTICLE 5. BASIS OF COMPENSATION

5.1 The Owner shall compensate the Architect FOR AMENDMENT SERVICES as described in Article 2 and 3, and any other services described in Article 6 of this Amendment. Compensation shall be computed as follows:

5.2 Total fee shall be a flat rate of **Fifty-Four Thousand Dollars & 00/100's (\$54,000.00)**

5.3 BASIC COMPENSATION

Pre-Construction Phase:	\$16,500.00
<u>Construction Phase:</u>	<u>\$37,500.00</u>
Total Compensation:	\$54,000.00

The outlined fees for each phase are due and payable thirty (30) days from the date of the Architects invoice. Amounts unpaid more than thirty (30) days from the invoice date shall be assessed at 1.5% monthly finance charge.

In witness whereof, the Owner and Architect execute this Amendment as of the day and year first written above.

OWNER
Village of Morton Grove
6101 Capulina Ave.
Morton Grove, Illinois 60053

ARCHITECT
(one signature required)
Rick Swanson, AIA, NCARB
R.M. Swanson Architects PC
11418 E Mission Ln.
Scottsdale, AZ 85259

Print Name & Title

Print Name & Title