

**Solicitation Number: RFP #121223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Stertil-Koni USA, Inc., 200 Log Canoe Circle, Stevensville, MD 21666 (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 Vehicle Lifts with Garage and Fleet Maintenance Equipment 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 February 12, 2028, 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Supplier will pay an administrative fee to Sourcwell 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. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, 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 Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell 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 Sourcwell 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**

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

Sourcewell

Stertil-Koni USA, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 2/8/2024 | 10:15 AM CST

DocuSigned by:  
*Scott Steinhardt*  
By: 6980C03433AD412...  
Scott Steinhardt  
Title: President  
Date: 2/8/2024 | 10:04 AM CST

# RFP 121223 - Vehicle Lifts with Garage and Fleet Maintenance Equipment

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## Vendor Details

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

## Submission Details

Created On: Tuesday November 07, 2023 15:33:34  
Submitted On: Tuesday December 12, 2023 14:22:02  
Submitted By: Kellie Boehm  
Email: kellie@steril-koni.com  
Transaction #: 3603aa2f-19e1-445a-bdc1-9d9ab16e1fbf  
Submitter's IP Address: 24.145.93.156

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## 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")	Stertil-Koni USA, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	AC Hydraulics and Durabac, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 1MBU0 Unique Entity Identifier: TGJ6DPMZLFX3
5	Proposer Physical Address:	200 Log Canoe Circle Stevensville, MD 21666
6	Proposer website address (or addresses):	<a href="https://stertil-koni.com">https://stertil-koni.com</a>
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):	Scott Steinhardt, President 200 Log Canoe Circle, Stevensville, MD 21666 scott@stertil-koni.com / 410.643.9001
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kellie Hibble, Administrative Sales Manager 200 Log Canoe Circle, Stevensville, MD 21666 kellie@stertil-koni.com / 410.643.4434
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tim Kerr, Sales Support 200 Log Canoe Circle, Stevensville, MD 21666 tim@stertil-koni.com / 410.643.9001  Emmaleigh Gibbs, Administrative Sales Support Assistant 200 Log Canoe Circle, Stevensville, MD 21666 emmaleigh@stertil-koni.com / 410.643.9001

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Stertil-Koni USA (SK) was established in January 1997 in the state of Maryland. SK is a wholly-owned subsidiary of Stertil Enterprises (SE), which is a Delaware-based corporation. SE has two entities: SK and Stertil ALM, the latter of which is the manufacturing and production arm of the company. SK is responsible for all sales and marketing of Stertil-Koni products in North America, and Stertil ALM is responsible for all manufacturing.</p> <p>The core values, business philosophy, and desire for industry longevity are all reflected in the definition of the company's MVVG.</p> <p>The MISSION of SK is to enhance the safe and effective movement of all heavy-duty vehicles throughout the world. Put in the vernacular: "By lifting the world's vehicles, we allow the world to move,"</p> <p>The VISION of SK is to promote and advance the safe lifting of all vehicles for ease of service.</p> <p>The core VALUE is to simply do what is right in all aspects of our operation and to promote trust.</p> <p>The ultimate GOAL is to be the leader in all industries we serve, especially the heavy-duty industry.</p>
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<p>11</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Based in large part on association market share statistics, we estimate that Stertil-Koni has become the North American leader in heavy-duty lifting applications. Respectfully, we believe there is no other lift company that focuses exclusively on the heavy-duty customer, generally defined as the ability to lift vehicles over 16,000 lbs.</p> <p>Over the last 23 years, we have developed a very focused distributor base utilizing mostly "heavy-duty" oriented distributors strategically located throughout the United States and Canada.</p> <p>SK is a specialist in selling and servicing HD equipment to US Transit operations throughout the US. The present administration has invested heavily in transit to the tune of about \$100 billion per year that goes into future infrastructure planning and construction of new transit facilities.</p> <p>In addition, we maintain close relationships with the American Public Transit Association (APTA) and keep track of funding opportunities throughout the US and Puerto Rico.</p> <p>SK maintains a very studied analytical approach that monitors existing and future state-by-state project needs and planning. Therefore, one of the areas where we believe we can best promote the Sourcewell concept is with the 3,300 Transit agencies strategically located in North America. Generally speaking, Transit agencies buy heavy-duty lifting equipment at relatively high dollar volumes, and the SOURCEWELL concept is particularly well suited to promote the purchase of these products.</p> <p>Over the years, SK has become a leader in the HD marketplace. Our association with Sourcewell has solidified our position as it relates to this leadership role. As the leader in the field of heavy-duty vehicle lifting systems and a recognized marketing powerhouse in the transportation servicing field, Stertil-Koni takes great pride in its sense of focus, dedication to customer service, as well as ongoing readiness to perform at the highest levels of excellence. Given the fact that Sourcewell has been a catalyst in our development, the hopeful expectation of an award will further help solidify our position in the marketplace.</p> <p>Based on our previous and existing relationship with Sourcewell, we can immediately become operational if we are fortunate enough to benefit from an award. This will benefit Sourcewell, our distributors, our customers, and SK.</p> <p>In summary, our expectations are the following:</p> <ul style="list-style-type: none"> <li>· Using our expertise and experience with the APTA, we can predict and anticipate purchasing needs related to the 3,300 US transits. Sourcewell will play a profound role in that conceptual leadership.</li> <li>· Our previous success and existing excellent relationship with Sourcewell will allow us to continue the momentum that has been established.</li> <li>· The increased addition of new product models, as well as an emphasis on shop equipment, will grow Sourcewell-based sales.</li> <li>· We want to increase training and collaboration between Sourcewell, our internal sales staff, and our individual 28 distributors in order to facilitate the purchase of equipment through Sourcewell.</li> <li>· Sourcewell is a great facilitator in the sense that it streamlines and removes the burden of traditional "low-bid" procurement.</li> </ul>
<p>12</p>	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Stertil-Koni USA is part of the Stertil group—a highly diversified and highly profitable company with operations throughout the world, including Europe, Asia, and North America. The sales headquarters for SK USA is in Stevensville, Maryland. We are especially proud of our US manufacturing factory in Streator, Illinois, where we employ over 80 workers in various job functions. Our profitability measured through EBITDA is very healthy, and we have the financial resources to be able to continue investing in North America.</p> <p>To demonstrate Stertil-Koni USA's financial strength and stability, we have attached the company's Balance Sheet, Statement of Income, and The Independent Accountant's Review Report for 2020-2022 (Attachment 1).</p> <p>Some highlights from the years 2020 - 2022 include:</p> <ul style="list-style-type: none"> <li>- Revenues have grown from \$46 Million in 2020 to \$84 Million in 2022.</li> <li>- Profit before tax has grown from \$5.8 Million in 2020 to \$10.7 Million in 2022.</li> <li>- The equity and equity ratios in 2022 are \$15.1 million and 70%, respectively.</li> </ul>



13	What is your US market share for the solutions that you are proposing?	<p>SK is a member of the Automotive Lift Institute (ALI). As such, there are 19 members comprising both HD and automotive lifts. In the HD sector, as of October 2023, we enjoy the following market share:</p> <p>MOBILES: 37% (among 12 competitors)          SKYLIFTS: 48% (among 5 competitors)          DIAMOND LIFTS: 48% (among 3 competitors)          ECOLIFT: 92%( among 2 competitors)</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>SK is represented by two major distributors in Canada: Novaquip (Ontario, Quebec, and the Maritime Provinces) and Westvac for British Columbia, Manitoba, and Alberta.</p> <p>These two significant distributors represent approximately 90% of the Canadian economy's economic valuation. Our strong distributor presence in these provinces, based on our historical and reality-based knowledge of winning the majority of the public bids, leads us to estimate that we enjoy perhaps 50% of the total market.</p> <p>Having said that, precise Canadian market share estimates are virtually impossible to confirm.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Stertil-Koni has never petitioned for bankruptcy protection.	*
16	<p>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.</p> <p>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?</p> <p>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?</p>	<p>Stertil-Koni (SK) is best described as a distributor/dealer/reseller for a manufacturer of the proposed products/ equipment and related services.</p> <p>a) SK is the sales and marketing arm of the parent company we represent, Stertil Group BV. SK is also the sales and marketing arm of the US manufacturing company Stertil ALM. Attached is evidence of SK authorization as an equipment reseller from Stertil B.V. and Stertil ALM (Attachment 2).</p> <p>b) SK (the current applicant for the Sourcewell contract) is not a manufacturer. Stertil ALM (owned by the same parent company) is a sister company to SK. Stertil-ALM is the Streator, Illinois-based manufacturer. SK (Stevensville) is the sales and marketing arm of the North American operation.</p> <p>c) Rather, we are a member of the Stertil Group BV family of companies with a mandate to provide sales and service through an independent network of 28 exclusive distributors that operate in the U.S., Canada, and the Caribbean. These dealers are all independent third-party entities and represent the SK products in the heavy-duty vehicle lifting product marketplace on an exclusive basis in their specific territories.</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Stertil-Koni USA, Inc. is incorporated in the State of Maryland. We have attached the Good Standing Certificate issued by the State of Maryland's Department of Assessment and Taxation (Attachment 3). Stertil-Koni USA's FEIN # is 52-2010741. Our line of business does not require any additional specific licenses or certifications.</p> <p>That said, SK is a member of the Automotive Lift Institute (ALI), our industry's highly regarded independent watchdog. Stertil-Koni is proud to have a large number of heavy-duty lifting systems that are ALI/ETL Certified. By way of further background, ALI's mission is to promote the safe design, construction, installation, inspection, and use of vehicle lifts. Please see the attached documentation showing all of Stertil-Koni's lift models and accessories that are certified by ALI (Attachment 4).</p>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable. Stertil-Koni has not been the subject of "Suspension or Disbarment.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Stertil-Koni has won several key awards for its product engineering. In addition, the company has been awarded multiple patents for its products by the United States Patent and Trademark Office (USPTO) and the Canadian Patent Office.</p> <p>Industry Recognition</p> <ul style="list-style-type: none"> <li>• First vehicle lift company in the industry to be ISO 9001 certified</li> <li>• First lift manufacturer to offer certified mobile lifting columns utilizing wireless communications</li> <li>• First lift manufacturer to offer certified mobile lifting columns incorporating active energy retrieval system (AERS)—promoting "green" technology.</li> <li>• It is our contention that Stertil-Koni has the largest number of ALI/ETL-certified heavy-duty vehicle lifts registered with our industry's independent watchdog, the Automotive Lift Institute (ALI).</li> <li>• Recipient of the prestigious Innovation Award from Professional Tool and Equipment for developing the EARTHLIFT, the industry's first "green" mobile column lift. EARTHLIFT has components that are 98% recyclable, use bio-degradable fluid, feature batteries that are 100% recyclable, and employ an Active Energy Retrieval System to deliver 35% more lifting cycles at maximum load</li> <li>• Only lift manufacturer to offer a certified platform lifting system (SKYLIFT) that can be extended with certified platform extensions at 49 inches each.</li> <li>• Only lift company in the industry to offer an ALI-certified "tandem" design to platform lifts.</li> <li>• First lift company to have developed the concept of "continuous recess" in in-ground piston lifts.</li> <li>• First lift company in North America to design a piston in-ground lift without the use of hydraulics in the pit. NB: The oil reservoir is located in the above-ground console, thereby avoiding Class 1 Division 1 violations.</li> <li>• Market leader in sales of certified heavy-duty mobile lifting columns</li> <li>• Market leader in the total number of certified heavy-duty vehicle lifts</li> <li>• Only vehicle lift manufacturer that concentrates solely on the heavy-duty lift market, with lifting capacities starting at 16,500 lbs.</li> </ul>
20	What percentage of your sales are to the governmental sector in the past three years	<p>Stertil-Koni built its reputation and sales based on municipal or government sales. From our inception in 1997 to 2010, the percentage of sales to the governmental sector was 81%. However, since 2011, Stertil-Koni began an active campaign to even out sales between the government and the private sector. As a result of these efforts between 2011 and 2019, our government sector represented 68%, with 32% trending toward the private sector. In terms of a particular direction, 20% of that 32% is focused on national accounts such as United Airlines, Southwest Airlines, Penske, and Ryder trucks.</p>
21	What percentage of your sales are to the education sector in the past three years	<p>The education sector is relatively underrepresented at Stertil-Koni and represents approximately 4% of sales. This is an area where we expect that Sourcewell's availability can help us increase market share. The majority of sales within that 4% is devoted to School Districts.</p>
22	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?	<p>CMAS: 2020 - \$0.00 / 2021-\$72,827 / 2022-\$0.00  FL Sheriffs: 2020 - \$199,918 / 2021-\$649,869 / 2022-\$1,019,238  NASPO: 2020 - \$7,970,923 / 2021-\$5,848,534 / 2022-\$9,349,757  NJ-ESCNJ: 2020- \$1,005,293 / 2021-\$851,091 / 2022-\$496,590  Sourcewell: 2020-\$3,369,290 / 2021-\$5,070,447 / 2022-\$11,550,061</p>
23	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?	<p>GSA: 2020 - \$ 622,668  GSA: 2021 - \$ 93,959  GSA: 2022 - \$1,054,838</p>

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Minneapolis Transit	Bill Beck	612.349.8021	*
City of Albany, GA	Adam Saylor	229.302.1213	*
Central Ohio Transit Authority	Dominic Valentino	614.275.5830	*

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
New Jersey Transit	Government	New Jersey - NJ	Vehicle Lift Supply	\$648,000	\$8,700,000	*
New York City Transit	Government	New York - NY	Vehicle Lift Supply	\$7,600,000	\$7,600,000	*
CDTA - Albany Garage	Government	New York - NY	Vehicle Lift Supply	\$470,000	\$700,000	*
Central Ohio Transit Authority	Government	Ohio - OH	Vehicle Lift Supply	\$1,280,000	\$1,280,000	*
Montgomery County Public Schools	Education	Maryland - MD	Vehicle Lift Supply	\$250,000	\$1,900,000	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell 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 *	
26	Sales force.	Stertil-Koni (SK) has ten (10) sales managers. Because these sales personnel are employed by SK, they devote 100% of their time to SK and the support of their individual distributors. Each manager represents approximately an average of 4-8 states per person. (See attachment 5)	*
27	Dealer network or other distribution methods.	SK products are available through a dedicated network of 28 exclusive distributors. The concept of exclusivity is one that SK conceived early on in our development. By nature, exclusivity promotes a basis for loyalty, trust, and devotion to the causes that SK espouses and to the programs that SK is fortunate enough to derive benefit and investment. Sourcewell is one of those concepts, and since our distributors are exclusive, we are able to impart a sense of direction and strategic focus. These 28 distributors, exclusive to SK in the delivery, installation, and servicing of heavy-duty vehicle lifting systems and accessories, provide coverage for all the states in the U.S. (including Hawaii and Alaska) as well as all provinces of Canada. We also have a distributor that covers the Caribbean. (see attachment 6)	*

28	Service force.	<p>The nature of the SK product is that service and installation are required in the sale and support of the products. As it relates to mobiles, training, and plug-ins are required, but as the demand for in-ground lifting needs (especially Diamond Lift inground) increases, installation and training become pronounced.</p> <p>Therefore, SK has an experienced, professional service department to support our network of dedicated distributors and the company's end users. This service department includes a service manager and four highly trained service technicians. Please note that all service personnel are full-time employees who are 100% dedicated to the SK product line.</p> <p>Each of our service techs undergo stringent training at our US manufacturing facility in Streator, Illinois.</p> <p>All four (4) of the SK service technicians are located in Stevensville, Maryland. The Stertil-Koni service department assists distributors by providing training as well as servicing and installing equipment. Further, as part of our commitment to delivering exceptional customer service, Stertil-Koni maintains and staffs a 24/7 telephone hotline in case of a technical issue that requires immediate attention. Thus, customers of Stertil-Koni products have direct access to service and technical support around the clock, 24/7, 365 days per year.</p> <p>Our service department consists of:  Kevin Hymers, Director of Operations.  Mike Tillberry, Service Manager.  Mike Nichols, Service Technician.  Travis Wilks, Service Technician.  Mike Turner, Service Technician.</p> <p>These four (4) techs are used to support our distributors, deal with difficult problems, and, if necessary, service customers and distributors around the US as needed.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>As previously mentioned, SK sells and provides service to an exclusive group of 28 strategically distributed distributors throughout North America. These partners have been instrumental to the overall success of the Sourcewell / Stertil-Koni USA partnership, and as such, they will be very involved in the sales and order processing procedure.</p> <p>As it relates to the specific ordering process, we require that purchase orders from Sourcewell Members be issued to Stertil-Koni USA rather than the Dealer Network. Of course, the distributors will be the primary source of sales and the principal contact point with a Sourcewell Member as it relates to product demonstrations, setup and training, and regular customer service questions.</p> <p>Centralization is critical for several reasons:</p> <p>a) Consistency, accuracy, and contract compliance. All of our distributors are independent third-party corporations. As such, it would be virtually impossible for Stertil-Koni USA to guarantee contract compliance as it relates to pricing, discounts, and other terms and conditions if we don't see each purchase order. Thus, the only way SK can guarantee 100% compliance is by processing all orders directly.</p> <p>b) Reporting: Centralizing all purchase orders through Stertil-Koni USA will also ensure that all sales are included in calculating and payment of the administrative fee to Sourcewell.</p> <p>We wish to emphasize that one of Stertil-Koni USA's great strengths lies within our highly customer-oriented exclusive Dealer Network. Even though the purchasing process is centralized, all Sourcewell Members will receive the same level of service and follow-up as if they placed their purchase orders locally.</p> <p>Therefore, Stertil-Koni USA requires that all purchase orders from Sourcewell Members shall be issued to Stertil-Koni USA, Inc. by:</p> <p>E-mail: <a href="mailto:orders@stertil-koni.com">orders@stertil-koni.com</a>  Mail: Stertil-Koni USA, Inc., 200 Log Canoe Circle, Stevensville, MD 21666  Fax: +1 410-643-8901</p>

30	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.	<p>SK is a sales, marketing, and service organization with one goal: to provide professional support to our customers and partners such as Sourcewell.</p> <p>In terms of our service program process and procedure, Stertil-Koni (SK) maintains a full line of professionals in-house dedicated to supporting our sales, installation, and marketing efforts. The company's in-house sales force comprises 10+ employees and a CAD engineer to provide sales, customer support, and technical guidance. In addition, at our headquarters location in Stevensville, we have a dedicated operations/customer support and technical team (available 24/7) - as well as a complete warehousing operation with four employees, a marketing department with three professional employees, a financial department, and related support staff.</p> <p>The Stertil-Koni organization is dedicated to providing radical customer service with a commitment to a 24/7 response for sales, service, and technical inquiries. Stertil-Koni also utilizes a web-based CRM system to track customer satisfaction and a state-of-the-art inventory management system for tracking financial results, product shipments, and more.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>SK was built on the vision and promise of being willing to become the market leader, and based on many measures, we have achieved that. Willingness is a motivational exercise that is based on intention and drive. Ability is quite different. Ability presupposes that there are factors in place that allow the willingness to proceed. In the 26 years that we have successfully built the SK organization we have put together the steps needed to effectively provide the SK products to the Sourcewell entities. This is based on the following:</p> <ul style="list-style-type: none"> <li>• The 28 SK distributors have the geographical outreach to take care of the outlying geographic areas also represented by Sourcewell entities</li> <li>• SK as an organization has the financial outreach and high levels of profitability to provide the necessary services and products to all Sourcewell entities.</li> <li>• SK has the intellectual capital to be able to serve the multiplicity of needs of all the Sourcewell stakeholders.</li> <li>• SK has the products and services to allow Sourcewell to grow in the many markets that it represents.</li> <li>• SK has the foresight and is in the process of developing the products of tomorrow that the changing landscape of the service market will need in the foreseeable future.</li> </ul>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Everything explained in 31 has the same application for Canada. In fact, Canada was the source of the second selection of SK distributors in 1997. Canada is part of North America. We share the same culture, values, and needs of the USA. SK has always prioritized the needs of the Canadian market. As indicated in our submission, we further believe that, proportionately speaking, Canada has a bigger potential than the US in terms of opportunities and needs. In addition, SK has recently hired a Regional Sales Manager located in Calgary, Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	SK is dedicated to providing and servicing the geographical areas that represent North America. There is no geographical area that we do not cover or at least attempt to cover.	*
34	Identify any Sourcewell 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?	SK intends to provide sales and support to all entities served by Sourcewell.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SK is fully committed to fulfilling the contract requirements for Hawaii, Alaska, and US territories. To ensure smooth execution, detailed discussions regarding freight and support needs are crucial due to the geographical expanse of these regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Stertil-Koni, widely recognized as the leader in the sale of heavy-duty vehicle lifting systems, shop equipment, and accessories across North America, has also established its dominance in these sectors by virtue of its highly professional, proactive, and keenly focused marketing-oriented approach. In that role, particularly in conjunction with a contract award from Sourcewell, our goal is to continue leveraging our broad, results-driven portfolio of the latest marketing techniques to further advance the sale of our heavy-duty lifting systems across multiple customer audiences.</p> <p>What's more, upon an award from Sourcewell, Stertil-Koni will have a comprehensive marketing plan in place to build awareness of the award and generate orders via the Sourcewell contract.</p> <p>Key elements in our Marketing Plan will include (but not be limited to) the following:</p> <ol style="list-style-type: none"> <li>a. Trade Shows: Stertil-Koni participates in more than 100 trade shows each year across the U.S. and Canada, most of which are focused on the municipal and government marketplace - an ideal alignment for the Sourcewell contract. At these shows, Stertil-Koni will provide professional signage, literature, and visitor briefings on the topic of the partnership between Stertil-Koni and Sourcewell and encourage customers to purchase via the Contract.</li> <li>b. Website Feature: Stertil-Koni will include prominent coverage on our company's homepage, <a href="http://www.Stertil-Koni.com">www.Stertil-Koni.com</a>, and on our site's "Purchasing" page.</li> <li>c. Social Media Features: Facebook, Twitter, Instagram, and LinkedIn articles/posts will be published.</li> <li>d. eBlast/s: News distribution regarding Stertil-Koni and Sourcewell will be sent on a regular basis to +35,000 opt-in visitors, leads, and prospects --who currently receive Stertil-Koni updates weekly.</li> <li>e. Blog Feature: Sourcewell articles will be published on Stertil-Koni's blog during the calendar year.</li> <li>f. Distributor Relations: Email and phone alerts will be directed to Stertil-Koni's dedicated network of exclusive heavy-duty vehicle lift distributors across the U.S., Canada, and the Caribbean.</li> <li>g. Sales Force Communications: Personal outreach will be made to Stertil-Koni's in-house sales representatives, serving the U.S., Canada, and the Caribbean, as well as colleagues around the world.</li> <li>h. Email Signatures: Stertil-Koni will encourage its internal team and distributors to feature the Sourcewell logo and a description of the Sourcewell contract awarded to Stertil-Koni on their respective email signature lines.</li> <li>i. Press Releases: Stertil-Koni is the industry leader in issuing professionally written, hard-news-oriented press releases to business and trade press, generating over 5,000 digital and print articles annually. News alerts, first approved by Sourcewell, will be developed and delivered to leading business, transportation, and procurement trade press via Stertil-Koni's professional news distribution service, PR Newswire.</li> <li>j. Advertising: Stertil-Koni will seek to include the partnership between Sourcewell and our company via its targeted, professionally designed, and implemented digital advertising schedule. (see attachment 7)</li> </ol>
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37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Stertil-Koni embraces advanced technology and the use of the Internet as key tools in providing world-class, ongoing marketing activities. Further, these elements will be a cornerstone of our dedicated efforts to ensure broad contract awareness in the U.S. and Canada upon an award from Sourcwell.</p> <p>What follows below is greater detail regarding Stertil-Koni's use of technology to enhance marketing effectiveness.</p> <p>Stertil-Koni employs the latest technology on multiple fronts to provide world-class marketing. We will leverage our expertise and apply it to enhance our marketing effectiveness in conjunction with an award from Sourcwell - all to ensure national (and international) contract awareness. Examples include:</p> <ol style="list-style-type: none"> <li>a. CRM System: Stertil-Koni utilizes Sugar, a world-class, web-based customer relationship management (CRM) system that is updated daily to track all bids, leads, projects, trade shows, customer interactions, customer feedback, distributor activities, sales and more. This is all part of our ongoing management approach that we describe in two simple words: "Measurement Matters." The result? Top management and sales representatives can track in real-time all active deals, leads, and trade show activity across the U.S. and Canada to increase our "closing rate" and ensure the highest levels of customer satisfaction.</li> <li>b. Enterprise Software: Stertil-Koni uses a powerful enterprise software system from SAP to closely track inventory, product shipments, sales, warranty claims, and financial results to further ensure the superior reviews in terms of customer support and satisfaction. All Sourcwell-related sales are also tracked in our digital record-keeping system.</li> <li>c. Real-time Communications Systems: Stertil-Koni utilizes the latest technologies to provide real-time communications with our sales team, distributors, and customers, including: a 24/7 customer hotline, smart phones, iPads, laptop computers, website updates, email communications, eBlasts, blog, password-protected extranet, and social media.</li> <li>d. Google Analytics: Website tracking and performance is reviewed daily, and Stertil-Koni continuously strives to boost our website visibility, unique visitor count, page views, time-on-site and Search Engine Optimization (SEO).</li> <li>e. Constant Contact Email Marketing: Stertil-Koni uses a proprietary, opt-in contact list of more than 35,000 individuals - grown organically over the past 24 years - to deliver weekly product, contract, and service updates that are in turn monitored for "Opens" and "Click-through" rates." Performance, in terms of messaging and imagery, is evaluated continuously, and we modify our techniques to enhance customer "Opens," "Click-Throughs," and information requests.</li> <li>f. Vimeo and YouTube: Stertil-Koni maintains a company "channel" on our website that features more than 40 videos. Company marketing and product videos are distributed regularly via two of the most broadly used video delivery systems -</li> <li>g. YouTube and Vimeo.</li> <li>h. Video Conferencing: Stertil-Koni regularly uses Microsoft Teams, Zoom, Webex,</li> <li>i. Use of the Internet: Communicating via the Internet is also fundamental to Stertil-Koni's marketing focus, including: <ul style="list-style-type: none"> <li>• Website: <a href="http://www.Stertil-Koni.com">www.Stertil-Koni.com</a></li> <li>• Social Media - Facebook, Twitter, Instagram, LinkedIn</li> <li>• Email "Blasts" and Tracking: Constant Contact</li> <li>• Extranet: 24/7 access for distributors and sales personnel to obtain specifications, drawings, manuals, brochures, and latest product updates</li> </ul> </li> </ol>
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<p>38</p>	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>It is our contention that the previous relationship between SK and Sourcewell has been beneficial for both parties. Accordingly, we hope that the cooperation will continue and we will derive a mutual benefit by working together. We think that the key benefits and attributes of the relationship include the following:</p> <ul style="list-style-type: none"> <li>• SK regularly invites Sourcewell managers to yearly events where all our sales personnel meet. The benefits that derive from these annual events include the opportunity for Sourcewell to meet the key salespeople to increase sales of Sourcewell-related contracts and to understand the rules and regulations of the Sourcewell contract.</li> <li>• Sourcewell literature and graphics are displayed at Stertil-Koni's extensive trade show schedule of events. SK is the only heavy-duty vehicle lift company that regularly engages in more than 100 trade shows per year. In fact, SK regularly attends the APTA (American Public Transit Association) show + the Public Utility show, and many others.</li> <li>• Sourcewell executives are invited to participate at Stertil-Koni's Annual Distributor Meeting - our single most important sales event of the year - and make a major presentation to all our key leadership and sales personnel regarding the tremendous opportunities afforded by the Sourcewell contract.</li> <li>• Sourcewell will issue its own press release announcing that Stertil-Koni has been awarded a contract for "Vehicle Lifts, with Garage and Fleet Maintenance Equipment." For our part, Stertil-Koni will integrate a Sourcewell-awarded contract into our sales process with details below:             <ul style="list-style-type: none"> <li>• Immediately upon the contract award, SK will contact all employees and distributors with news of the award and, that same day, initiate our high-impact marketing campaign.</li> <li>• Sales personnel will be the first to be targeted. Hence, our campaign, emphasizing the contract award, will instantly reach Stertil-Koni's in-house sales personnel, totaling 13 top professionals located strategically across North America as well as our entire distributor network, totaling 28 distributor companies and approximately 100 salespeople in the U.S. and Canada.</li> <li>• It is our firm commitment that each Stertil-Koni sales representative and distributor will receive pertinent and timely information about the Sourcewell award and pricing within 24 hours of the contract award, with ongoing briefings and follow-up.</li> <li>• If we are fortunate enough to be awarded a contract, SK marketing will engage in major promotional activities to inform our customer base of the renewed Sourcewell contract.</li> <li>• A Stertil-Koni press release will announce the contract award, to be distributed via PR Newswire to our extensive media contact list.</li> <li>• Sourcewell will receive prominent placement on our website's "How to Buy" page (please see attachment 7).</li> <li>• Stertil-Koni will deliver an eBlast to our opt-in list of +35,000 via Constant Contact (sample attached) and continue to inform this key audience regarding the opportunity to purchase our lifting systems, shop equipment, and accessories via the Sourcewell contract.</li> <li>• Trade show presence in terms of Sourcewell literature and banners (attachment 7).</li> <li>• A Sourcewell presentation will be given by a senior Sourcewell executive at the Stertil-Koni Annual Distributor Meeting.</li> <li>• Stertil-Koni Marketing will design and run select banner ads in key industry trade publications (attachment 7).</li> </ul> </li> </ul>
<p>39</p>	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>At the current time, market forces have shown - and Stertil-Koni concurs - that the company's heavy-duty vehicle lifting systems are not yet applicable for an E-procurement process, particularly given the complexity of the systems and the consultative manner in which they are evaluated and sold.</p> <p>That said, Stertil-Koni makes every effort to expand its online visibility for its full range of products, accessories, and services.</p> <p>Our entire product line of comprehensive shop equipment and accessories is available online at <a href="http://www.Stertil-Koi.com">www.Stertil-Koi.com</a> with product details available as follows:</p> <ul style="list-style-type: none"> <li>• Stertil-Koni Product Catalog; and</li> <li>• Stertil-Koni Shop Equipment and Accessories.</li> </ul>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	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.	<p>All equipment provided by Stertil-Koni and our network of dedicated distributors includes equipment setup and operational training as standard. At any time after the initial sales, the Stertil-Koni group can provide additional operator training. Further, training material is always available in print, web, and video formats. Also, when requested by the end-user, Stertil-Koni will additionally provide maintenance training on our equipment and accessories.</p> <p>In addition, SK holds regular, ongoing sales and product training meetings at multiple locations around the U.S. At those meetings, equipment maintenance and training are conducted and evaluated in detail.</p> <p>SK provides extensive training in the following product categories:</p> <ul style="list-style-type: none"> <li>• Mobile columns—evaluation and placement of rollers and slide blocks—trained in e bright controls and integration—metal cabinet wireless controls—evaluation of power lifts—Earthlift controls—Batteries—Ebright VAC controls</li> <li>• ECOLIFTS—trained in evaluation and placement of slide blocks—trained in versions of centering lines and sliding retainers—overview of classic controls—in-depth review of PCB basic controls—in-depth review of ebright controls—inclinometer values and adjustments—max height programming—AWBP</li> <li>• Diamond lifts—assembly of pistons—in-depth explanation of sonar-based oil sensors—review of items in oil tank—e bright controls—review of sump pump</li> <li>• SKY lifts—in-depth review of PCB-based controls—E Bright controls—software updates</li> </ul>
41	Describe any technological advances that your proposed products or services offer.	<p>Stertil-Koni is the recognized innovation leader in the heavy-duty vehicle lift industry. Stertil-Koni holds numerous patents in the United States and Canada for our lifting methods, engineering design, and support systems. Many of the products offered by Stertil-Koni are unique and are not available from other manufacturers. For example, Stertil-Koni was the first manufacturer to provide a green lifting solution for mobile lifting columns and now offers a control system - called ebright Smart Control System -- that incorporates a 7-inch full-color touch screen, much like a computer tablet, for human/machine interface.</p> <p>This solution puts all the operations of the vehicle lift directly at the fingertips of the person who needs the information most - the busy technician on the shop floor. Further, future updates can be provided via software downloads; performance tracking is captured in a "black box" environment; and the touch-screen interface is quick, easy-to-use, and intuitive. Please note that the ebright Smart Control System is ALI/ETL certified and unmatched in the industry.</p> <p>Highlights of what the ebright Smart Control System includes:</p> <ul style="list-style-type: none"> <li>• A high-resolution, brightly illuminated, full-color, 7-inch screen</li> <li>• Touch screen control, even when the technician is wearing gloves</li> <li>• Owner/user-configurable options, including choice of language and personalized ID key to protect against unauthorized use</li> <li>• Presentation of all relevant information at a glance</li> <li>• Up to 16 mobile columns fully synchronized in a single set.</li> </ul> <p>Modeled on the conceptual benefits of today's computer tablets, features of the ebright Smart Control system include such vital data as maintenance notifications, programmable lifting-height settings, tracking of specific operations, information codes, and even the operator manual.</p>

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>At Stertil-Koni, the leader in heavy-duty vehicle lifts, we've taken green technology to new heights in both mobile column lifts and in-ground lifts. Our highly regarded EARTHLIFT is the industry's first hydraulic green mobile column lift. Its columns are made with components that are 98% recyclable, and the Active Energy Retrieval System (AERS) allows operators to achieve 50% more lifting cycles at maximum lifting load. What's more, the on-screen display highlights the AERS system, enabling the operator to see savings in real-time. EARTHLIFT also uses a closed hydraulic system that contains bio-degradable fluid, and the batteries are 100% recyclable.</p> <p>Many maintenance facilities also utilize in-ground lifts. That's why Stertil-Koni pioneered the introduction of our U.S. and Canadian-patented ECOLIFT, with a lifting capacity of up to 90,000 lbs. It is the industry's original ultra-shallow, full-rise in-ground axle engaging lift. In addition, ECOLIFT uniquely combines high-pressure low volume hydraulics and only requires 3.5 gallons of fluid per scissor - and the hydraulics and electrical components are contained in a free-standing console above ground for easy access. This lift ensures sizeable cost savings on construction and installation and can be utilized in existing workshop pits and even at locations with high water tables.</p> <p>Stertil-Koni also features the DIAMONDLIFT, an in-ground telescopic piston lift setting new standards in heavy-duty lifting. Each piston uses less than five gallons of bio-degradable hydraulic fluid. Plus, all DIAMONDLIFT cassettes are fully self-contained, thanks to Stertil-Koni's exclusive DiamondGuard coating. This unique compound ensures that hazardous shop fluids do not enter the environment. In that way, soil contamination is not a concern.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Virtually all heavy-duty Stertil Koni heavy-duty (HD) lifting products carry the Automotive Lift Institute (ALI) gold label.</p> <p>In addition, Stertil Koni is an ISO 9001-certified company and was the first lift company in the world to acquire ISO 9001 certification.</p> <p>Furthermore, Stertil Koni is the most environmentally friendly company in the HD lifting world. SK manufactures products that meet the "green standard" criteria. Toward that end, we have designed HD lifts with full-color touchscreen control that provide solutions to save energy. We have designed the Active Energy Retrieval System (AERS) feature. The AERS allows the operator to achieve up to 50 lifting cycles without battery recharging. The ingenious concept allows the motor to reverse counter-clockwise and automatically recharge the battery during the downward motion. This saves the end-user thousands of dollars per year in electricity usage, given the fact that the type of equipment used by Stertil Koni requires 220/460 volts. As such, 98% of the materials are recycled materials. Such life cycle design parameters mean that Stertil-Koni is at the forefront of product design and application.</p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Stertil-Koni USA, Inc. makes a concerted, proactive effort to partner with WMBEs and SBEs whenever possible.</p> <p>This is especially true at our manufacturing location in Streator, Illinois, where we need to meet the needs and requirements of the Buy America Act (Surface Transportation Act of 1987). As a result, we often have to purchase US steel and other local US purchasing requirements.</p> <p>Stertil-Koni USA has also outsourced its corporate IT hardware and software services to a Service Disabled Veteran Owned Business (SDVOB) company, Corsica Technologies, headquartered in Centreville, MD 21617.</p> <p>Stertil-Koni USA proactively and aggressively solicits Minority and Women-owned Business Enterprises (MWBES) for all trucking services. We are currently requesting quotes from AIT Worldwide Logistics, Middleburg Heights, OH 44130, Expedited Transportation Services, Loganville, GA 30052, and Davis Freight Management Inc., Alden, NY 14004. All three companies are approved MWBEs by the State of New York.</p> <p>If Stertil-Koni USA is awarded a contract with Sourcewell, our goal will be to expand our utilization of WMBEs and SBEs for the trucking services resulting from the Sourcewell contract. To that end, Stertil-Koni USA will identify several national and global freight agencies with existing MWBE and/or SBE accreditation in good standing.</p>

45	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>As the leader in heavy-duty vehicle lifting systems in North America, Stertil Koni provides the following benefits to Sourcewell:</p> <ul style="list-style-type: none"> <li>· Established, mature, and experienced exclusive distributor organization dedicated to the sale and service of heavy-duty lifting equipment, accessories, and shop equipment.</li> <li>· Innovative products that continually meet the needs of the marketplace place, including addressing the needs of meeting ecological standards.</li> <li>· The principle and development of the Active Energy Retrieval System is unique in the marketplace and greatly reduces energy requirements in the workshop.</li> <li>· Mobile lifting technology can achieve up to 50 lifting cycles without battery recharging, thereby increasing the productivity of the marketplace.</li> <li>· Unlike other competitors that utilize electricity and hydraulic oil in the pit area, the SK reservoir is contained 18" above the ground, thereby meeting the requirements of Class 1 Division 1 standards.</li> <li>· Fanatical focus and commitment to excellent service and availability of spare parts.</li> </ul>	*
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## Table 9: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Our warranty covers all of our products. Our standard warranty is 1-year labor, 2-year parts, and 5-year parts only on hydraulic cylinders used in our mobile lifting columns and a lifetime parts-only warranty on nylon guide rollers used in SK lifting products that utilize such rollers. (Attachment 9)	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>We do have two instances where the warranty is limited.</p> <p>(a) This warranty does not apply where equipment has been damaged due to abnormal wear, misuse, overloading, accident (including shipping), improper maintenance, alteration, improper fluid maintenance, or other causes "not the result of defective materials or workmanship."</p> <p>(b) Stertil-Koni lifting equipment must be installed and serviced by Stertil-Koni factory-trained and Stertil-Koni factory-authorized service technicians. Stertil-Koni lifting equipment not installed and serviced by Stertil-Koni factory-trained and Stertil-Koni factory-authorized service technicians will result in a voided warranty.</p>	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, under the one (1) year labor timeframe of our warranty. Past the one (1) year, technicians' travel and time are billable.	*
49	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?	Stertil-Koni covers all geographic regions of the U.S. Warranty service is handled through our network of distributors. Each distributor has an assigned geographic area they are responsible for covering. See attachment 6 for the distributor listing.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes. Our standard warranty covers all our products - 1-year labor and 2 years parts.	*
51	What are your proposed exchange and return programs and policies?	Generally speaking, and depending on the circumstances of the individual situation, the goal at SK is to provide customer satisfaction. If SK is not able to satisfy customer requirements, with the exception of certain in-ground lifting products, which are essentially impossible to return and exchange. In that case, we will work with existing Sourcewell customers to provide a level of compliance and satisfaction with the required product quality.	*
52	Describe any service contract options for the items included in your proposal.	Because the type of equipment that Stertil-Koni sells (with the exception of mobiles) requires an installation phase or several installation phases, there are various options for both installation and post-sale service requirements that are performed by our distributors. Such options are better explored and actualized by contacting the individual SK distributors.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Stertil-Koni's payment terms are Net 30 days.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Stertil-Koni does not have a leasing plan or financing options available at this time.
55	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.	Stertil-Koni sends the terms and conditions with each invoice. (see attachment 10)
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No. Currently, Stertil-Koni does not accept the P-card and payment process. However, we are open to exploring the opportunity.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Stertil-Koni publishes and regularly updates a price list containing all items offered to Sourcwell members. At the same time, there are a limited number of additional items, such as product installation for fixed lifts, which are not found on the published price list but are negotiated with and agreed upon in partnership with the end-user before consummating the sale. The Purchase Order for an item of this type is always directed to Stertil-Koni.</p> <p>Canada: On request, Stertil-Koni USA, Inc. will provide quotes in Canadian Dollars that will remain valid for 30 days.</p>
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Stertil-Koni is pleased to be provided with this opportunity by Sourcwell. We realize the value of purchasing contracts and look forward to a favorable outcome in our proposal to Sourcwell. Stertil-Koni intends to offer Sourcwell a very favorable discount off the list price as displayed in our published price list. The discounts on Stertil-Koni lifting systems will be as follows:</p> <p>For the purchase of 1 lifting system: 29% off the list price.  For the purchase of 2-7 lifting systems: 32% off list price.  For the purchase of 8 or more lifting systems: 33.5% off the list price.</p>
59	Describe any quantity or volume discounts or rebate programs that you offer.	<p>For the purchase of 1 lifting system: 29% off list price.  For the purchase of 2-7 lifting systems: 32% off list price.  For the purchase of 8 or more lifting systems: 33.5% off list price.</p>
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>All Stertil-Koni lifting system products will be offered as part of the Sourcwell contract. With regard to additional costs, as they relate to Stertil-Koni, these typically would be for infrastructure repairs associated with fixed machinery (i.e., in-ground lifting systems, two-post, four-post, and platform lifts).</p> <p>In those instances:</p> <ol style="list-style-type: none"> <li>Strategy: Sourcwell member will work with the Stertil-Koni distributor in the member's territory to establish a fair and reasonable price for the additional items.</li> <li>Process: Stertil-Koni's distributor will alert Stertil-Koni to the request and communicate the details to the Sourcwell member and Stertil-Koni.</li> <li>Specific Method: The Sourcwell member will add the agreed-upon item on the PO, which is submitted directly to Stertil-Koni.</li> </ol>

61	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.	Total "Costs of Acquisition" charges not included in "Pricing" submitted in the Stertil-Koni proposal are: a. Installation of fixed equipment lifting systems (e.g., in-ground piston and scissor lifts, platform lifts, two-post and four-post lifts): These costs are to be agreed upon between the Sourcewell member and the Stertil-Koni distributor. b. Freight: FOB Stevensville	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All shipping and delivery is FOB Stevensville at cost.  By way of further background, Stertil-Koni has a dedicated Logistics Department at the company's headquarters in Stevensville, Maryland, that works with numerous high-quality shipping companies throughout the United States and Canada.  With our equipment's unique shape, weight, and transportation considerations, Stertil-Koni has developed a very responsive transportation network. We have very competitive rates with all our carriers and have an outstanding record of less than 0.1% in freight damage using our methods.  In sum, Stertil-Koni does not markup freight charges, only invoicing for exact charges for equipment shipments.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Stertil Koni products offered to Sourcewell members are priced FOB Stertil-Koni in Stevensville, Maryland. As such, the original expense to ship the product to the user is paid by the user at the time of sale. This includes all locations in the continental US. In accordance with the exchange and return policy stated above, and to ensure radical customer service.  Stertil Koni would provide for shipping as needed to return or exchange a product that did not satisfy the end-user (at SK's expense).	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As previously described, delivery of equipment outside the continental US will generally require containerized vessels to various ports. For example, we provide ECOLIFTs to San Juan, Puerto Rico, and those lifts can only be provided by including them in a sealed container, which is a unique delivery method. 95% of the time, our equipment can be included on common carriers.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We offer 29% off list price. See attached for pricing

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *



66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	<p>Proper contract compliance is the end goal. Steril-Koni has established procedures and systems in place used in previous contracts and adjusted to meet the increased needs of Sourcwell. These procedures and systems were driven in part to fully comply with existing purchasing contracts, such as Steril-Koni USA's GSA schedule, which now runs through the Federal Contracts Corporation. Regarding the order processing side of the business, we have multiple checkpoints in place.</p> <ol style="list-style-type: none"> <li>The purchase orders from Sourcwell customers will be reviewed by two different members of the accounting team as well as Sourcwell-related staff.</li> <li>All customer purchase orders are also checked for pricing, discounts, and all other terms and conditions before the order is entered into the SAP system. We have implemented this order entry review process to catch pricing and discount anomalies before the order is inputted into our system.</li> <li>Finally, we check the invoice for pricing and discount compliance before sending it to the customer. Consequently, if there should be an error in the original quote, an error in the purchase order from the Sourcwell customer, or an incorrect order entry input on Steril-Koni USA's end, it will be discovered in our billing department before we create the invoice.</li> </ol> <p>Regarding sales reporting to Sourcwell and contract fees payable to Sourcwell, we will "tag" all sales arriving from the Sourcwell contract with a unique code in SAP. The tagging will be done in the Order Entry Department. This process is not unique to Sourcwell but is part of all order entries.</p>
67	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.	<p>Ultimately, the success of the Sourcwell contract can be measured in several ways, seen from the perspective of Sourcwell, the authorized participants, and the end users (customers). For the contract to be truly successful, it must meet the needs and requirements of those three entities. As such, we engage in quarterly exercises to evaluate the program's success primarily seen or determined based on contract dollar value.</p> <p>Obviously, if the contract value is below the expectations of all parties, then by definition, the results have not met the needs of the individual parties.</p> <p>We also engage in customer service surveys to measure the degree of satisfaction with the purchasing process seen from the perspective of delivery, installation, product reliability, and overall satisfaction on the end user's part.</p> <p>One of the best ways to determine growth and success can be measured in the following ways:</p> <ol style="list-style-type: none"> <li>Is the aggregate dollar value of the contract to the satisfaction of Sourcwell and the contract holder?</li> <li>Has there been substantive growth in the contract values on a quarterly and yearly basis?</li> <li>Have the buyers on the Sourcwell contract expressed satisfaction or dissatisfaction as it relates to the disposition and progress of the contract?</li> </ol> <p>These internal metrics are used to evaluate the success and whether eventualities can be improved.</p>
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Steril-Koni proposes an administrative fee of 1.75%, payable to Sourcwell, for contract facilitation, management, and promotion of the Sourcwell contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services



Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>SK is a specialist dedicated to selling and servicing heavy-duty (HD) vehicle lifting systems. Early in our development, we initiated the concept of FREEDOM OF CHOICE, the idea being that customers have individual needs as it relates to the type of product they are lifting. Therefore, early on, we wanted to provide every kind of lifting technology and design available in the marketplace.</p> <p>As such, we developed four major product specialties that reflect the totality of what any HD customer may wish or need. The operational characteristics of any particular HD lift often define the particular lift or application the customer may need.</p> <p>SK specializes in six (6) categories of heavy-duty (HD) lifts:</p> <ul style="list-style-type: none"> <li>• Mobile lifts</li> <li>• In-ground piston-type lifts</li> <li>• Scissor lifts</li> <li>• Platform lifts</li> <li>• Two post Freedom lifts</li> <li>• Heavy-duty 4-post lifts</li> </ul> <p>SK provides a wide variety of lifts, and our dealers or distributors install the lifts as they pertain to the individual needs of the Sourcewell customer.</p> <p>Specifically, the product offerings are the following:</p> <p>Mobile lifts:</p> <ul style="list-style-type: none"> <li>o Earthlift (with Active Energy Retrieval) provides up to 35% more lifting efficiency. <ul style="list-style-type: none"> <li>This “green” technology saves battery life and is more conducive to protecting the environment.</li> </ul> </li> <li>o Capacities are 18,500 lbs. per column and 22,000 lbs. per column.</li> <li>o Captures regenerative power and provides more lifting cycles.</li> <li>o Utilizes an AER (Active Energy Retrieval) system that recharges battery life when the motor reverses direction.</li> <li>o Provides maximum workshop efficiency, allowing additional lifting cycles without recharging. This product can be classified as an “environmental lift” promoting “green” energy, which is particularly attractive to municipalities.</li> <li>o It utilizes 98% recyclable components and biofluids for hydraulics.</li> </ul> <p>Standard hydraulic mobile lifts:</p> <ul style="list-style-type: none"> <li>o Comes available in both wireless and cabled models.</li> <li>o Multi-master system with control panel on every column</li> <li>o Multiple set configurations possible for large workshops—accommodating up to 32 columns in a single set.</li> <li>o Intuitive full color 7” touch screen ebright control and multiple programming features</li> <li>o 20 full cycles under full load without recharging for the 18,500 lb. capacity column. <ul style="list-style-type: none"> <li>Easy recharging from any standard 110-volt outlet</li> </ul> </li> </ul> <p>Platform lifts</p> <ul style="list-style-type: none"> <li>o Premium platform lifting with true vertical rise with no cross beams and obstacle-free easy access.</li> <li>o Complete safety with locking from floor level.</li> <li>o Unique half-scissor design which requires no significant loading on the concrete since forces are absorbed into the half-scissor.</li> <li>o Weather-resistant galvanized Washbay model for indoor or outdoor use.</li> <li>o Complete lifting flexibility: articulated buses, trucks with semi-trailers, and articulated units.</li> <li>o Available in tandem configurations</li> <li>o Wide range of models, both surface and semi-flush and fully flush mounted, and platform lengths from 20 to 48 feet.</li> </ul> <p>2-post Freedom lifts</p> <ul style="list-style-type: none"> <li>o Flexible, easy access without overhead beams or floor plates.</li> <li>o Stable and fully integrated base plate design</li> <li>o Smooth and controlled lifting with a synchronized electronic double hydraulic</li> </ul>

		<p>system.</p> <ul style="list-style-type: none"> <li>o Maximum lifting versatility and a wide variety of telescopic lifting arms.</li> <li>o Safe, independent locking system engages at 8"</li> </ul> <p>Heavy-Duty 4-post lifts</p> <ul style="list-style-type: none"> <li>o Capacities 50,000 lbs and 66,000 lbs.</li> <li>o Traditional 4-post lifts with standard drive platform configurations</li> <li>o Suitable for a wide fleet of vehicles: articulated buses, trucks with semi-trailers</li> <li>o Platform lengths available from 20' to 38'</li> <li>o Available in tandem configurations</li> </ul> <p>In-ground piston Diamond Lift</p> <ul style="list-style-type: none"> <li>o 64,000 lbs up to 140,000 lbs.</li> <li>o "Continuous Recess" version suitable for low clearance vehicles: flush with the floor</li> </ul> <ul style="list-style-type: none"> <li>o Fully hydraulic system with double telescopic pistons</li> <li>o Available in 2, 3, or 4-piston configuration.</li> <li>o No electrics or hydraulics in the pit area</li> <li>o Galvanized Ultra-High endurance DiamondGuard</li> <li>o Cassette or frame model available—customer's choice</li> </ul> <p>In-ground Scissor ECOLIFT</p> <ul style="list-style-type: none"> <li>o Unique shallow 34" depth design</li> <li>o Reduced installation costs—50% shallower than traditional in-ground lifts</li> <li>o Fully hydraulic system with robust cylinders</li> <li>o Continuous recess for easy accessibility and convenience for low-clearance vehicles</li> </ul> <ul style="list-style-type: none"> <li>o Available in 2, 3, or 4 scissor configuration</li> <li>o Relocatable to a different facility</li> </ul> <p>Full range of shop equipment</p> <p>Conceptually, vehicle lifts allow the mechanic to raise heavy-duty vehicles. Once the vehicles are elevated, individual components must be removed. That includes gas tanks, tires, front-end assemblies, exhaust, etc. The purpose of shop equipment is to isolate and remove individual components so that mechanics can perform more exact and specific individual repairs on components.</p> <ul style="list-style-type: none"> <li>o SKWD 500 1,000 lbs. capacity</li> <li>o Foldable support stands (18,500 lbs. and 26,500 lbs.)</li> <li>o Heavy-duty transmission jack (3,500 lbs)</li> <li>o Various portable hydraulic jacks</li> <li>o High Lift wheel dolly to remove individual tires from vehicle.</li> </ul> <p>Please note that each product offering may require installation, and the SK distributors are fully certified and trained to achieve any individual requirement anywhere in the USA and Canada.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Steril-Koni's product line can best be described as heavy-duty vehicle lifting systems, shop equipment, hoists, related accessories, and ongoing fleet servicing equipment for government, municipalities, and education entities. *

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments	
71	Vehicle lifts	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our product range includes mobile column lifts and inground lifts - including piston lifts and scissor lifts - as well as 2-post lifts, 4-post lifts, platform lifts, and more.	*
72	Diagnostic equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	SK does not sell diagnostic equipment.	*
73	Stationary air compressors and ventilation systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	SK does not sell air compressors or ventilation systems.	*
74	Garage tooling and equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our expansive lineup of shop equipment, includes support stands, transmission jacks, wheel dollies, floor jacks, and more.	*
75	Vehicle wash systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	SK does not sell vehicle wash systems.	*
76	Related parts, supplies, and accessories related to the offering of 71 - 75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	SK stocks parts and accessories for all products that we sell.	
77	Installation, repair, and maintenance services related to the offering of 71 - 75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	SK product installation, repair, and maintenance services are provided by our 28 exclusive distributor network.	

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

**Line Item 78. 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](#) - Steril-Koni Sourcewell Contract #121223 Price List 2023 Edition 1.pdf - Tuesday December 12, 2023 11:49:32
- [Financial Strength and Stability](#) - Attachment 1 - Financials.zip - Tuesday December 12, 2023 11:52:49
- [Marketing Plan/Samples](#) - Attachment 7 - Marketing Samples.zip - Tuesday December 12, 2023 13:44:59
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Attachment 9 - Warranty.pdf - Tuesday December 12, 2023 13:45:35
- [Standard Transaction Document Samples](#) - Attachment 10 - Term and Conditions.pdf - Tuesday December 12, 2023 13:45:58
- [Upload Additional Document](#) - Attachment 2-6,8 Various.zip - Tuesday December 12, 2023 13:48:20
- Requested Exceptions (optional)

## 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. - Kellie Hibble, Administrative Sales Manager, Steril-Koni USA, Inc.

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

Yes  No

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
<b>Addendum_2_RFP_121223_Vehicle_Lifts</b> Wed November 15 2023 03:04 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_RFP_121223_Vehicle_Lifts</b> Tue November 14 2023 04:21 PM	<input checked="" type="checkbox"/>	2