



COUNCIL UPDATE

March 25, 2021

MEETINGS & REMINDERS

Please note meetings are being held as webinars and conference calls. Information for residents to participate may be found on the clevelandheights.com calendar.

Monday, April 5	-	6:30 p.m.	-	Committee of the Whole
	-	7:30 p.m.	-	City Council
Tuesday, April 6	-	7:00 p.m.	-	Architectural Board of Review
Monday, April 12	-	7:00 p.m.	-	Joint Boards – Cleveland Heights City Council, University Heights City Council, CH-UH Schools, and the Library

LEGISLATION

- **Source of Income, Second Reading.** An Ordinance amending various Sections of Chapter 749, "Fair Practices" of the Codified Ordinances of the City of Cleveland Heights to include Source of Income as a prohibited, discriminatory rationale for the purposes of fair housing practices.
- **Coventry Rd. Resurfacing.** A Resolution requesting cooperation with Cuyahoga County to participate in the resurfacing project on Coventry Road, from Fairhill Road to Euclid Heights Boulevard
- **Fair Housing Month.** A Resolution joining with HUD and other communities throughout the nation in the observation of April as Fair Housing Month; reaffirming the City of Cleveland Heights' commitment to open housing

- **Autism Awareness Month.** A Resolution proclaiming April 2021 to be Autism Awareness Month and April 2, 2021 to be World Autism Awareness Day
- **National Community Development Week.** A Resolution proclaiming April 5-9, 2021 to be National Community Development Week
- **National Library Week.** A Resolution proclaiming April 4-10, 2021 to be National Library Week
- **National Poetry Month.** A Resolution proclaiming April 2021 to be National Poetry Month
- **Lightning Loader.** A Resolution authorizing the City Manager to enter into an agreement with Best Equipment Company, Inc., for the acquisition of a Peterson Model TL-3 Lightning Loader mounted on a Freightliner M-2 Chassis for the Department of Public Works; providing compensation therefor
- **Loadmaster Mini-Packer.** A Resolution authorizing the City Manager to enter into an agreement with 72 Hour LLC dba National Auto Fleet Group, for the acquisition of a 2022 Ford Super Duty F-550 XL 4WD Reg Cab with LoadMaster 6 CU YD Rear Loader for the Department of Public Works; providing compensation therefor
- **ODOT Salt.** A Resolution authorizing participation in the Ohio Department of Transportation Cooperative Purchasing Program for road salt for the 2021-22 winter season
- **OWDA.** A Resolution authorizing the City Manager to apply for, accept, and enter into a second Cooperative Agreement for planning and/or construction of the 2021 Refuse & Recycling Automation & Transfer Station Improvements project between the City of Cleveland Heights and the Ohio Water Development Authority
- **Pick-Up Trucks.** A Resolution authorizing the City Manager to enter into an agreement with 72 Hour LLC dba National Auto Fleet Group, for the acquisition of two 2022 Ford Super Duty F-350 SRW (F3A) XL 2WD Pick-up Trucks for the Department of Public Works; providing compensation therefor

- **Protecting the Right to Organize.** A Resolution in support of the Protecting the Right to Organize (PRO) Act, which provides a generational opportunity for the labor movement and serves as the cornerstone of the Workers First Agenda
- **Superior Rd. County Resurfacing.** A Resolution requesting cooperation with Cuyahoga County to participate in the resurfacing project on Superior Road, from Euclid Avenue to Lee Road
- **Tax Fairness and Public Services Resolution.** A Resolution in support of Tax Fairness and Public Services Act
- **FutureHeights.** A Resolution authorizing the City Manager to enter into a First Extension of Development Services Agreement and Project Approval with FutureHeights for the performance of certain work
- **Forest Hill Park.** A Resolution authorizing the City Manager to enter into an agreement with Snider Recreation Inc., to design and install a new all-inclusive playground at Forest Hill Park
- **Police Cruisers.** A Resolution authorizing an agreement with Ganley Ford, Inc., for the purchase of four 2021 Ford Utility Police Interceptors and related equipment for the Police Department
- **Third Party Delivery Fee Cap.** An Ordinance enacting new Chapter 765 of the Cleveland Heights Codified Ordinances, pertaining to third-party food delivery services; establishing a limit on the commission that third parties can charge to restaurants located in the City of Cleveland Heights to 15% of the purchase price on delivery or pick-up orders while restaurants are unable to provide unrestricted dine-in service; prohibiting a reduction in compensation for delivery drivers as a result of this limit
- **Budget Amendment.** An ordinance to amend certain subparagraphs of Ordinance No. 127-2020 (F) and subsequent amending ordinances, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2021

UPDATES

CITY MANAGER

- The Board of Elections will use the Community Center again as a polling place on the following dates:
 - Tuesday August 3, 2021: Congressional Primary Election – Replacing Congresswoman Marcia Fudge
 - Tuesday September 14, 2021: City Primary Election
 - Tuesday November 2, 2021: General Election
- Joint Boards with the CH-UH Schools, UH and the Library is scheduled for April 12 at 7:00pm. Council will receive a Zoom invitation.
- Police Forums: Please be advised that the Police forum dates with the CSU Diversity Institute are on Tuesday April 13th and Tuesday April 27th . Enclosed you will find the first group of draft policies prepared by CSU (they are also posted on the police page on the website)
- Public Works: Crews began picking up bagged and loose yard waste the week of March 29th this will continue thru the month of April.

FIRE

- We have received the new Seagrave fire engine. Training will take place throughout April with an in service goal date of May 1.

POLICE

- On Monday, March 29, 2021 around 11:30 pm Officers responded to the 3300 block of Kildare for a report of a male shot. Preliminary investigation revealed that a 17 year old male was shot once in the hand and thigh. He was transported to a local hospital for medical treatment. His injuries are not reported to be life-threatening. Detectives were able to identify a suspect and a 19 year old male has been taken into custody. No charges have been filed yet and the investigation is continuing.
- The Police Department and Diversity Institute at Cleveland State University have working together and developed four draft policies to present at the Town Hall meetings in April. The first Town Hall is scheduled at 7:00 pm on April 13, 2021 and the second Town Hall is scheduled for 7:00 pm on April 23, 2021. Each Town Hall will focus on two draft policies and take about 90 minutes. The first two draft policies, Recruitment and Selection and Vehicle Pursuits, have already been posted on the Police page on the City's website under news. A flyer detailing additional information about

the first Town Hall will be shared on social media and through other outlets in the coming days.

PUBLIC WORKS

- **Sanitary Sewer Evaluation Survey**

The Integrated Overflow Control Master Plan (IOCMP) is due to the regulators on June 1st per the partial consent decree. The team has been meeting weekly in preparation of the plan and next steps. There are no further updates at this time.

- **Capital Projects**

- #20-01 - 2020 Street Resurfacing & ADA Curb Ramp Replacement Program - No further updates. This project is substantially completed. There are some minor remaining punch list items to be addressed by the contractor but due to the weather will not be completed until early spring.
- #20-06 – Delamere Drive Basement Flooding Relief - The contractor has begun the process of moving the necessary trees and fencing on Nottingham Lane. They have started site surveying each home additional information.
- #21-01 – Shannon Road Resurfacing & Waterline Replacement - We anticipate the pre-construction meeting in the next two weeks, after which construction will begin shortly thereafter.
- #21-02 – 2021 Street Resurfacing & ADA Curb Ramp Replacement Program - This project is scheduled to be awarded at City Council on April 5th. Contracting will begin immediately thereafter.
- #21-03 – 2021 Surface Treating Program - This project is scheduled to be awarded at City Council on April 5th. Contracting will begin immediately thereafter

- **Solar Panel Update.** Melink is working with First Energy on some voltage issues from the supply (Utility) side at the Community Center. All other systems are operating normally.

- **Street Maintenance Division.** Crews performed yard waste brown bag pick up on Saturday and Monday afternoon. Bags were picked up in the heaviest areas. Any areas not addressed will have their bags collected during Spring loose leaf collection, which begins Monday, April 5th. Residents are advised to check the Leaf Collection App. on the City of Cleveland Heights' homepage for up to date information on when crews will be on their street. The street sweeper will follow behind loose leaf collection.

- **There is a large pile of Mulch and Woodchips at Forest Hills Park that is available to the residents on a first come first serve basis.**

- **Forestry Division**

- The Division is preparing for Spring Planting season, and trees are currently being delivered.
- Due to the high winds over the weekend, Forestry crews have been going through the city chipping up any large branches that may have fallen or brought out by residents as a result of the weather.
- **Refuse & Recycling.** Next week will be the first full week of April and will be Bulk Collection Week. Each household can put up to four bulk items out for pick-up on their regularly scheduled collection day. Additional items or items to be picked-up on a day other than bulk collection day can be picked-up for a fee. An online request form is available to residents at the following link: www.clevelandheights.com/bulkbrushrequest
- **Refuse Automation Update**
 - We were notified that our Equipment Loan from the Ohio Water Development Authority was approved. Staff is working on preparing the bid documents for the purchase of the automated refuse and recycling carts. We anticipate bidding the carts out sometime in May so that we can secure pricing after which we will open up special orders for additional carts and smaller carts sometime in June. There are a few pieces of legislation being included in this packet which will comprise the remaining vehicles and equipment to be purchased (minus the carts).
 - We recently met with the Cuyahoga County Solid Waste District to discuss how they can assist us with early education regarding automation and on-going education once automation is up and running. We will be setting up a follow-up meeting with the county in the next few weeks. We will also be working with the Recycling Partnership on creating education materials and cart information packets that will be included when the carts are distributed.
 - This project is currently on track with no set-backs.

Recruitment and Selection

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Cleveland Heights Police Department

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Recruitment and Selection

1000.1 PURPOSE AND SCOPE

This policy provides a framework for employee recruiting efforts and identifying job-related standards for the selection process. This policy supplements the rules that govern employment practices for the Cleveland Heights Police Department and that are promulgated and maintained by the Human Resources.

1000.1.1 CERTIFICATION STANDARDS

This policy contains content that pertains to the Ohio Collaborative Law Enforcement Agency Certification (OCLEAC) Standards.

[See attachment: OCLEAC Standards Compliance Checklist Updated 2020.pdf](#)

1000.2 POLICY

The goal of Cleveland Heights Police Department is to recruit and hire qualified individuals while providing equal employment opportunity. Ohio law enforcement agencies should consist of a diverse workforce. Communities with diverse populations should strive to have a diverse work force that reflects the citizens served.

In accordance with applicable federal, state, and local law, the Cleveland Heights Police Department provides equal opportunities for applicants and employees regardless of actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law. The Department does not show partiality or grant any special status to any applicant, employee, or group of employees unless otherwise required by law.

The Department will recruit and hire only those individuals who demonstrate a commitment to service and who possess the traits and characteristics that reflect personal integrity and high ethical standards.

1000.3 RECRUITMENT

Administration Captain should employ a comprehensive recruitment and selection strategy to recruit and select employees from a qualified and diverse pool of candidates.

The strategy should include:

- (a) Identification of racially and culturally diverse target markets.
- (b) Use of marketing strategies to target diverse applicant pools.

~~(c) Expanded use of technology and maintenance of a strong internet presence. This may~~

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include an interactive department website and the use of department-managed social networking sites, if resources permit.

- (d) Expanded outreach through partnerships with media, community groups, citizen academies, local colleges, universities and the military.
- (e) Partner with local college and universities making campus and classroom visits to bring awareness of police career tracks.
- (f) Employee referral and recruitment incentive programs.
- (g) Consideration of shared or collaborative regional testing processes.

The Department shall avoid advertising, recruiting and screening practices that stereotype, focus on homogeneous applicant pools or screen applicants in a discriminatory manner.

The Department should strive to facilitate and expedite the screening and testing process, and should periodically inform each candidate of his/her status in the recruiting process.

1000.4 APPLICANT QUALIFICATIONS & SELECTION PROCESS

The Department shall actively strive to identify a diverse group of candidates that have in some manner distinguished themselves as being outstanding prospects. Minimally, the Department should employ a comprehensive screening, background investigation, and selection process that assesses cognitive and physical abilities and includes review and verification of the following:

Police Officers – Classified Service

- (a) United States Citizen
- (b) Possess a valid Ohio Driver's License
- (c) At least 21 years of age and not older than 36 years of age at time of appointment
- (d) A bona fide resident in one of the following counties at the time of application and appointment and thereafter during such person's tenure with the City: Cuyahoga, Lorain, Medina, Portage, Summit, Geauga, or Lake.
- (e) Possess a High School Diploma or G.E.D.
- (f) Physical Agility Test

Basic Patrol Officer - Unclassified Service

- (a) United States Citizen
- (b) Possess a valid Ohio Driver's License
- (c) At least 21 years of age at time of appointment
- (d) High school diploma or G.E.D.
- (e) Completion of Ohio Peace Officer Basic Training Academy or proof of current enrollment in an Ohio Peace Officer Basic Training Academy

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APPLICATION & SELECTION PROCESSES

Police Office – Classified Service

Application Options

- (a) The agency will post position when vacancy occurs.
- (b) Applications must be in writing upon forms prescribed by the Civil Service Commission, signed by the applicant, and sworn to or affirmed before an officer authorized to administer oaths.
- (c) The application must be filed by the applicant with the office of the Commission during office hours.

Examination

- (a) An objective type examination designed to test the applicant's familiarity with information and material which could reasonably be expected of applicants for the position.
- (b) A score of seventy percent (70%) is required to achieve a passing grade.
- (c) The examination will be administered as prescribed by the Human Resources Director.

Eligibility List

- (a) Applicants who pass the written exam with a score of at least 70% will be placed on an eligibility list, in ranking order, after the following credits are applied to their final scores:
- (b) Military Service Credit – five (5) points for at least twelve months of active service in the United States Armed Forces and, if separated, under honorable discharge.
- (c) Basic Patrol Officer Credit – additional points equal to twenty percent (20%) of the attained score on written examination if applicant at the time of the examination is then serving as a Cleveland Heights Basic Patrol Officer and has so served for at least six (6) months.
- (d) Educational Credit - 3.0 points for Baccalaureate Degree, 2.0 points in addition to the 3.0 points for Master's Degree, 4.0 points in addition to the 3.0 points for either a Juris Doctor or other Doctorate Degree
- (e) Once the eligibility list is determined, it shall be certified by the Civil Service Commission.
- (f) Eligibility lists for original appointment shall be effective for periods of six (6) calendar months with automatic extensions for subsequent six (6) month increments up to a maximum of two years unless requested by the Appointing Authority that such list(s) be allowed to expire.

Oral Interview Board

- (a) Following certification of the eligibility list, the top candidates will be interviewed by the Interview Board.
- (b) The Interview Board will consist of, at a minimum, two members of the command staff of the Police Department and/or a trained professional from the Human Resources Division if available.
- (c) The interview is to be conducted in a standardized manner in order to be effective and impartial.
- (d) The same list of questions is to be asked of each candidate Interviewers may ask the candidate to clarify or expound upon an answer.
- (e) After successfully completing this step, the top candidates(s) will proceed to the next step in the selection process.

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Personal History Questionnaire/Background Investigation

- (a) Candidates who successfully pass the Interview Board will be given a Personal History Questionnaire to complete so that a background investigation can be conducted.
- (b) Upon completion of the Questionnaire a background investigation will be conducted by a member of the Police Department who has been trained in conducting background investigations.
- (c) Investigations shall be conducted in person as much possible and practical.
- (d) The investigation may involve a home visit with the candidate and his/her family, and interviews with the neighbors.
- (e) At a minimum, the background investigation will consist of the following:
 - A verification of the candidate's qualifying credentials educational achievements, employment history, age and citizenship, and residence
 - Financial history consistent with the Fair Credit Reporting Act (FCRA) (15 USC § 1681 et seq.)
 - A check of the candidate's driving record
 - Local, state, and federal criminal history record checks.
 - A verification of at least three personal references as provided by the candidate.
 - Information obtained from public Internet sites.
- (f) Successful passage of a Voice Stress Analyzer test, conducted by a trained analyst, to determine truthfulness of information provided during background investigation.
- (g) The background investigator shall summarize the results of the background investigation in a report that includes sufficient information to allow the Chief of Police to decide whether to extend a conditional offer of employment.

Interview with Chief of Police/Conditional Offer of Employment

- (a) Upon successful completion of the above steps, the candidate will meet and be interviewed by the Chief of Police who will determine whether or not to make a conditional offer of employment.
- (b) The interview will consist of questions that measure the candidate's skills, knowledge, abilities and traits related to the position as a predictor of actual job performance.

Psychological Evaluation

- (a) Once a conditional job offer has been made, the candidate will be required to take part in a psychological evaluation.
- (b) A psychological evaluation is designed to assess the emotional stability and psychological fitness of each candidate and is needed to eliminate candidates who may not be able to carry out their

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responsibilities or endure the stress of the working conditions associated with law enforcement.

- (c) Only qualified individuals will be used to assess the emotional stability and psychological fitness of candidates.
- (d) The final report will identify strengths and weaknesses of each candidate and the overall recommendation will reflect one of the following four classifications:
 - Strong
 - Good
 - Moderate
 - Poor
- (e) If the candidates emotional and psychological ability to perform the job is in question based on the evaluation, the job offer may be rescinded by the agency.

Medical Examination

- (a) In addition to a psychological evaluation, the candidate must submit to a medical examination, to include drug screening to appointment to certify the general health of the candidate.
- (b) The examination will be conducted by a qualified physician chosen by the agency.
- (c) If the candidate's general health is in question based on the examination, the job offer may be rescinded by the agency.

Final Interview/Appointment

- (a) After successful completion of all phases, the candidate is once again interviewed by the Chief of Police and Command Staff.
- (b) Based upon a consideration of all steps and this interview, the Chief of Police decides whether to recommend the candidate to the City Manager for Appointment.

Candidates Determined to be Ineligible

- (a) Any candidate that is determined to be ineligible for any reason will be notified in writing within thirty (30) days of such a decision.

Basic Patrol Officer – Unclassified Service

Application Options

- (a) The agency will post position when vacancy occurs. An application, resume, cover letter, and OPOTA certificate or proof of current enrollment in an OPOTA Basic Training Academy are required to be submitted to Human Resources Office.

Oral Interview Board

- (a) The top qualified candidates will be interviewed by the Interview Board.

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- (b) The Interview Board will consist of, at a minimum, two members of the command staff of the Police Department and/or a trained professional from the Human Resources Division if available.
- (c) The interview is to be conducted in a standardized manner in order to be effective and impartial.
- (d) The same list of questions is to be asked of each candidate. Interviewers may ask the candidate to clarify or expound upon an answer.
- (e) After successfully completing this step, the top candidates(s) will proceed to the next step in the selection process.

Personal History Questionnaire/Background Investigation

- (a) Candidates who successfully pass the Interview Board will be given a Personal History Questionnaire to complete so that a background investigation can be conducted.
- (b) Upon completion of the Questionnaire a background investigation will be conducted by a member of the Police Department who has been trained in conducting background investigations.
- (c) Investigations shall be conducted in person as much possible and practical.
- (d) The investigation may involve a home visit with the candidate and his family, and interviews with the neighbors.
- (e) At a minimum, the background investigation will consist of the following:
 - A verification of the candidate's qualifying credentials, educational achievements, employment history, age and citizenship, residence, and credit history.
 - Local, state, and federal criminal history record checks.
 - A verification of at least three personal references as provided by the candidate.
 - Information obtained from public Internet sites.
 - Successful passage of a Voice Stress Analyzer test, conducted by a trained analyst, to determine truthfulness of information provided during background investigation

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- The background investigator shall summarize the results of the background investigation in a report that includes sufficient information to allow the Chief of Police to decide whether to extend a conditional offer of employment.

Interview with Chief of Police/Conditional Offer of Employment

- (a) Upon successful completion of the above steps, the candidate will meet and be interviewed by the Chief of Police who will determine whether or not to make a conditional offer of employment.
- (b) The interview will consist of questions that measure the candidate's skills, knowledge, abilities and traits related to the position as a predictor of actual job performance.

Psychological Evaluation

- (a) Once a conditional job offer has been made, the candidate will be required to take part in a psychological evaluation.
- (b) A psychological evaluation is designed to assess the emotional stability and psychological fitness of each candidate and is needed to eliminate candidates who may not be able to carry out their responsibilities or endure the stress of the working conditions associated with law enforcement.
- (c) Only qualified individuals will be used to assess the emotional stability and psychological fitness of candidates.
- (d) The final report will identify strengths and weaknesses of each candidate and the overall recommendation will reflect one of the following four classifications:
 - Strong
 - Good
 - Moderate
 - Poor
- (e) If the candidates emotional and psychological ability to perform the job is in question based on the evaluation, the job offer may be rescinded by the agency.

Drug Screening

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- (a) In addition to a psychological evaluation, the candidate must submit to a comprehensive drug screening prior to appointment
- (b) If the candidate tests positive for any illegal substances the job offer may be rescinded by the agency.

Final Interview/Appointment

- (a) After successful completion of all phases, the candidate is once again interviewed by the Chief of Police and Command Staff.
- (b) Based upon a consideration of all steps and this interview, the Chief of Police decides whether to recommend the candidate to the City Manager for Appointment.

Candidates Determined to be Ineligible

- (a) Any candidate that is determined to be ineligible for any reason will be notified in writing within thirty (30) days of such a decision.

1000.4.1 HIRING FOR CHARACTER & ATTITUDE

The department will give preference for recruiting and hiring officer that they believe have character and attitude attributes that are best for the community including empathy, respect for diversity, honesty, integrity, resilience, and decision making.

1000.4.2 SALARY AND BENEFITS

Starting salary pay, vacation, and sick leave are based on the current Collective Bargaining Agreement.

1000.4.3 VETERAN PREFERENCE

Veterans or reservists of the United States Armed Forces who are residents of Ohio, separated from the armed forces under honorable conditions following more than six months of active duty and are candidates for job openings shall receive preference as applicable (ORC § 124.23(C)).

In the event that ratings are equal, candidates who are eligible for veteran's preference shall receive priority in rank on eligibility lists and in original appointments over non-veterans on the list. Ties among veterans or reservists shall be decided by priority of filing the application. A tie between a veteran and a reservist shall be decided in favor of the veteran (ORC § 124.26).

1000.4.4 APPLICATION PROCESS

The Department shall maintain documentation defining a fair and impartial application process.

- (a) All elements of the process, including physical ability testing, shall be job-related and nondiscriminatory.
- (b) All elements of the process shall be administered, scored and interpreted in a uniform manner.

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1000.5 BACKGROUND INVESTIGATION

Every candidate shall undergo a thorough background investigation to verify his/her personal integrity and high ethical standards, and to identify any past behavior that may be indicative of the candidate's unsuitability to perform duties relevant to the operation of the Cleveland Heights Police Department.

1000.5.1 NOTICES

Background investigators shall ensure that investigations are conducted and notices provided in accordance with the requirements of the FCRA (15 USC § 1681d).

1000.5.2 REVIEW OF SOCIAL MEDIA SITES

Due to the potential for accessing unsubstantiated, private or protected information, the investigating member should not require candidates to provide passwords, account information or access to password-protected social media accounts.

The investigating member may consider utilizing the services of an appropriately trained and experienced third party to conduct open source, internet-based searches and/or review information from social media sites to ensure that:

- (a) The legal rights of candidates are protected.
- (b) Material and information to be considered are verified, accurate and validated.
- (c) The Department fully complies with applicable privacy protections and local, state and federal law.

Regardless of whether a third party is used, the investigating member should ensure that potentially impermissible information is not available to any person involved in the candidate selection process.

1000.5.3 DOCUMENTING AND REPORTING

The background investigator shall summarize the results of the background investigation in a report that includes sufficient information to allow the reviewing authority to decide whether to extend a conditional offer of employment. The report shall not include any information that is prohibited from use, including that from social media sites, in making employment decisions. The report and all supporting documentation shall be included in the candidate's background investigation file.

1000.5.4 RECORDS RETENTION

The background report and all supporting documentation shall be maintained in accordance with the established records retention schedule.

1000.6 DISQUALIFICATION GUIDELINES

As a general rule, performance indicators and candidate information and records shall be evaluated by considering the candidate as a whole, and taking into consideration the following:

- Age at the time the behavior occurred
- Passage of time
- Patterns of past behavior

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- Severity of behavior
- Probable consequences if past behavior is repeated or made public
- Likelihood of recurrence
- Relevance of past behavior to public safety employment
- Aggravating and mitigating factors
- Other relevant considerations

A candidate's qualifications will be assessed on a case-by-case basis, using a totality-of-the-circumstances framework.

For procedures related to criminal convictions or use of cannabis/marijuana, refer to the Cleveland Heights Police Department Procedures Manual.

1000.7 EMPLOYMENT STANDARDS

All candidates shall meet the minimum standards required by state law. Candidates will be evaluated based on merit, ability, competence and experience, in accordance with the high standards of integrity and ethics valued by the Department and the community.

Validated, job-related and nondiscriminatory employment standards shall be established for each job classification and shall minimally identify the training, abilities, knowledge and skills required to perform the position's essential duties in a satisfactory manner. Each standard should include performance indicators for candidate evaluation. The Human Resources should maintain validated standards for all positions.

1000.7.1 STANDARDS FOR OFFICERS

Candidates shall meet the minimum standards for training and certification established by the Ohio Peace Officer Training Commission (OPOTC) prior to permanent employment as a peace officer (ORC § 109.73).

1000.8 PROBATIONARY PERIODS

The Chief of Police or the authorized designee should coordinate with the Cleveland Heights Human Resources to identify positions subject to probationary periods and procedures for:

- (a) Appraising performance during probation.
- (b) Assessing the level of performance required to complete probation.
- (c) Extending probation.
- (d) Documenting successful or unsuccessful completion of probation.

1000.9 ANNUAL REVIEW AND ANALYSIS

The Chief of Police or the authorized designee should review the personnel recruitment and hiring process annually. This analysis will be documented. Adjustments should be considered whenever necessary to meet the objectives identified in the plan.

1000.10 TRAINING

Annual recruitment and hiring training should be provided for those members involved in

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recruitment and hiring activities. Training should include, but is not limited to, the recruitment and hiring plan, bias-free hiring practices, the department's equal employment opportunity plan, recruitment and hiring qualifications, the department's application and selection processes, and the department's annual review/analysis of the recruitment and hiring process.

1000.11 READ AND SIGN TESTING

Agency personnel involved in the recruitment and hiring activities for sworn personnel shall be issued copies of this agency directive, recruitment plan and EEO plan, at least annually

Attachments

OCLEAC Standards Compliance Checklist 5-19-2020.pdf



STANDARDS COMPLIANCE CHECKLIST

This document shall accompany all agency compliance submissions consisting of agency directive(s) and proofs of compliance documentation specific to each standard.

The agency directive and associated compliance documentation shall:

- 1) Adequately cover each standard and associated bullet;
- 2) Be clearly marked with each standard number and bullet, and;
- 3) Include an explanation in the space provided for any areas where compliance could not be met.

Any submissions not meeting the above criteria will be forwarded to a subject matter expert for assistance and may result in a delay in the agency obtaining Ohio Collaborative Certification.

STANDARD 8.2015.1

USE OF FORCE / DEADLY FORCE

The agency maintains a Use of Force / Deadly Force written directive that includes:

- ☐ a. policy statements in support of the Ohio Collaborative guiding principles;
- ☐ b. when a written report shall be conducted;
- ☐ c. investigation / report reviews for policy compliance; and
- ☐ d. annual read and sign and testing over directive content for sworn agency personnel.

GUIDING PRINCIPLES

USE OF FORCE

Employees may only use the force which is reasonably necessary to effect lawful objectives including: effecting a lawful arrest or overcoming resistance to a lawful arrest, preventing the escape of an offender, or protecting or defending others or themselves from physical harm.

USE OF DEADLY FORCE

The preservation of human life is of the highest value in the State of Ohio. Therefore, employees must have an objectively reasonable belief deadly force is necessary to protect life before the use of deadly force. Deadly force may be used only under the following circumstances: 1. to defend themselves from serious physical injury or death; 2. to defend another person from serious physical injury or death; or 3. In accordance with U.S. and Ohio Supreme Court decisions, specifically, *Tennessee v. Garner* and *Graham v. Connor*.

↓ *For agency completion: Agency compliance feedback for Use of Force / Deadly Force*

Written directive meets all bullets (if no, explain):

Supporting **compliance documentation** meets all bullets (if no, explain):

STANDARD 8.2015.2

RECRUITMENT AND HIRING

The agency maintains a Recruitment and Hiring directive that includes:

- ☐ a. policy statements in support of the Ohio Collaborative guiding principles;
- ☐ b. establishment of an agency recruitment plan;
- ☐ c. establishment of agency EEO plan;
- ☐ d. identification of sworn officer applicant qualifications;
- ☐ e. identification of sworn officer application and selection process;
- ☐ f. annual review of agency hiring and recruitment process; and
- ☐ g. initial read and sign over agency hiring and recruitment directive, for applicable personnel.

GUIDING PRINCIPLES

The goal of every Ohio law enforcement agency is to recruit and hire qualified individuals while providing equal employment opportunity. Ohio law enforcement agencies should consist of a diverse workforce. Communities with diverse populations should strive to have a diverse work force that reflects the citizens served.

Non-discrimination and equal employment opportunity is the policy. Law enforcement agencies shall provide equal terms and conditions of employment regardless of race, color, religion, sex, sexual orientation, gender identity, age, national origin, veteran status, military status, or disability. This applies to all terms or conditions associated with the employment process, including hiring, promotions, terminations, discipline, performance evaluations, and interviews.

Agencies should utilize due diligence in ensuring that their prospective employees have the proper temperament, knowledge and attitude to handle this very difficult job. Agencies should have appropriate mechanisms in place in order to achieve this mission. Further, agencies should ensure their employment requirements are related to the skills that are necessary to be a successful employee.

↓ *For agency completion: Agency compliance feedback for Recruitment and Hiring Standard*

Written directive meets all bullets (if no, explain):

Supporting **compliance documentation** meets all bullets (if no, explain):

STANDARD 8.2016.3

COMMUNITY ENGAGEMENT

The agency maintains a written directive on Community Engagement activities that includes:

- ☐ a. policy statements in support of the Ohio Collaborative guiding principles;
- ☐ b. identification of agency specific programs;
- ☐ c. methods for sharing and receiving information within the agency's service area; and
- ☐ d. initial read and sign over agency community engagement directive for all agency personnel.

GUIDING PRINCIPLES

Agencies shall utilize proven strategies or develop their own strategies that are focused on community engagement. Examples may include: youth programs, educating the community on police policy and procedures, educating officers about the community they serve, sharing , receiving and providing information to the public, jointly identifying areas of concern, and communicating, when appropriate, significant changes in agency operations or other areas.

The intent of this standard is to establish agency accountability for the community involvement function in writing. The function should be developed and operated to effectively meet the needs of the agency, with consideration of the department size and budget, as well as the community it serves.

↓ *For agency completion: Agency Compliance Feedback for Community Engagement*

Written directive meets all bullets (if no, explain):

Supporting **compliance documentation** meets all bullets (if no, explain):

STANDARD 12.2016.4

BODY WORN CAMERAS

If applicable, the agency maintains a written directive on Body Worn Cameras that includes:

- ☐ a. the purpose and organizational philosophy regarding use in support of the Ohio Collaborative guiding principles;
- ☐ b. requirements and restrictions for activation and deactivation of the device;
- ☐ c. criminal and administrative use of the camera captured data;
- ☐ d. data storage, retention and disclosure requirements reflective of public records law and privacy concerns;
- ☐ e. requirements for a documented review of camera captured data; and
- ☐ f. initial read and sign for users and supervisors

GUIDING PRINCIPLES

Agencies utilizing body worn cameras must develop strong and consistent policies that provide guidance to their personnel as to the appropriate use of body worn cameras. Policies need to address, at a minimum, activation and deactivation, auditing, storage, retention, public records and releases video related to victims, especially child victims, injured victims, victims of sexual assault and other privacy concerns. It is recognized the audio and video data is viable recorded evidence that may provide a means of accountability for those officers and the public. It is also recognized the audio video data may not be an accurate reflection of all that is involved with an incident. Audio video data cannot reflect the human cognitive conditions associated with officer in public contact. Additionally, A/V shall not supersede the principles established by *Graham v. Connor*.

↓ *For agency completion: Agency Compliance Feedback for Body Worn Cameras*

Written directive meets all bullets (if no, explain):

Supporting **compliance documentation** meets all bullets (if no, explain):

STANDARD 12.2016.5

LAW ENFORCEMENT TELE-COMMUNICATOR TRAINING

If the agency employs Tele-communicators, as defined by [ORC 4742.01](#), the agency must ensure a training program and directives exist to allow for Tele-communicators to be proficient in:

- ☐ a. obtaining complete and accurate information callers requesting law enforcement assistance;
- ☐ b. accurately classifying and prioritizing requests for assistance; and
- ☐ c. obtaining and accurately relaying information which may affect responder and / or citizen safety.

GUIDING PRINCIPLES

Training shall meet and support minimum standards as established by legislation for 911 call centers and public safety answering points (PSAPs).

↓ *For agency completion: Agency Compliance Feedback for Tele-communicator Training*

Written directive meets all bullets (if no, explain):

Supporting **compliance documentation** meets all bullets (if no, explain):

STANDARD 3.2017.6

BIAS FREE POLICING

The agency maintains a written directive on Bias Free Policing that includes:

- ☐ a. policy statements in support of the Ohio Collaborative guiding principles;
- ☐ b. training on bias based profiling issues and relevant legal aspects;
- ☐ c. corrective measures to address violations of this policy to include a Supervisor's review and discipline on violations to the policy;
- ☐ d. data collection on all self-initiated traffic stops; and
- ☐ e. annual administrative review that is made available to the public.

GUIDING PRINCIPLES

Criminal Profiling, in itself, can be a useful tool to assist law enforcement officers in carrying out their duties. Officers shall not consider race / ethnicity to establish reasonable suspicion or probable cause, except that officers may take into account the reported race / ethnicity of a potential suspect(s) based on trustworthy, locally relevant information that links a person or persons of a specific race / ethnicity to a particular unlawful incident(s).

Law enforcement agencies should prohibit the use of any bias based profiling in its enforcement programs, as it may lead to violations of the constitutional rights of the citizens served, undermine legitimate law enforcement efforts and may lead to claims of civil rights violations. Additionally, bias based profiling alienates citizens, fosters distrust of law enforcement by the community and may result in media scrutiny, legislative action and judicial intervention.

Law enforcement personnel should focus on a person's conduct or other specific suspect information. Annually, the agency should include profiling related training that should include field contacts, traffic stops, search issues, asset seizure and forfeiture, interview techniques, cultural diversity, discrimination and community support.

↓ *For agency completion: Agency Compliance Feedback for Bias Free Policing*

Written directive meets all bullets (if no, explain):

Supporting **compliance documentation** meets all bullets (if no, explain):

STANDARD 3.2018.7

INVESTIGATION OF EMPLOYEE MISCONDUCT

The agency maintains a written directive on Investigations of Employee Misconduct that includes:

- ☐ a. policy statements in support of the Ohio Collaborative guiding principles;
- ☐ b. describe formal complaint process, outline how and where to file a complaint;
- ☐ c. outline procedures for accepting, processing, and investigating the complaint;
- ☐ d. have a timeline for the resolution of the complaint;
- ☐ e. include safeguards to protect legal and contractual rights of employees; and
- ☐ f. ensure the public has access to complaints and / or commendations through social media or the agency's community relations programs.

GUIDING PRINCIPLES

A well-constructed complaint process is an integral tool in community-police relations. There is a significant impact when a community knows and understands its concerns can be legitimately addressed in a proper setting. Further, officers can be better served when they can refer aggrieved individuals to a trusted process. Neither officers nor community members benefit from attempts to have concerns addressed and redressed during a traffic stop or in the midst of an incident. It may prove beneficial for law enforcement agencies to reach out to community members in an effort to publicize, promote and develop processes that are mutually beneficial to all.

↓ *For agency completion: Agency Compliance Feedback for Investigation of Employee Misconduct*

Written directive meets all bullets (if no, explain):

Supporting **compliance documentation** meets all bullets (if no, explain):

AGENCY NAME	O.R.I.#
AGENCY CONTACT	CONTACT #

Vehicle Pursuits

307.1 PURPOSE AND SCOPE

State

Vehicle pursuits expose innocent citizens, law enforcement officers and fleeing violators to the risk of serious injury or death. The primary purpose of this policy is to provide officers with guidance in balancing the safety of the public and themselves against law enforcement's duty to apprehend violators of the law. Another purpose of this policy is to minimize the potential for pursuit-related collisions. Vehicle pursuits require officers to exhibit a high degree of common sense and sound judgment. Officers must not forget that the immediate apprehension of a suspect is generally not more important than the safety of the public and pursuing officers (ORC § 2935.031).

307.1.1 PHILOSOPHY

Best Practice

Deciding whether to pursue a motor vehicle is a critical decision that must be made quickly and under difficult and unpredictable circumstances. In recognizing the risk to public safety created by vehicle pursuits, no officer or supervisor shall be criticized or disciplined for deciding not to engage in a vehicle pursuit due to the risk involved. This includes circumstances where Department policy would permit the initiation or continuation of the pursuit. It is recognized that vehicle pursuits are not always predictable and decisions made pursuant to this policy will be evaluated according to the totality of the circumstances reasonably available at the time of the pursuit.

Officers must remember that the most important factors to the successful conclusion of a pursuit are proper self-discipline and sound professional judgment. Officers conduct during the course of a pursuit must be objectively reasonable; that is, what a reasonable officer would do under the circumstances. An individual's unreasonable desire to apprehend a fleeing suspect at all costs has no place in professional law enforcement.

307.2 DEFINITIONS

Best Practice

Definitions related to this policy include:

Vehicle Pursuit - An event involving one or more peace officers attempting to apprehend a suspect who is trying to avoid arrest while operating a motor vehicle by using high speed or other evasive tactics, such as disregarding traffic warning signs, stop signs, red lights, driving off a roadway, turning suddenly or driving in a legal manner but willfully failing to yield to an officer's signal to stop.

Blocking or Vehicle Intercept - A slow-speed coordinated maneuver where two or more law enforcement vehicles simultaneously intercept and block the movement of a suspect vehicle, the driver of which may be unaware of the impending enforcement stop. The goal is containment and preventing a pursuit. Blocking is not a moving or stationary road block.

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Boxing In - A tactic designed to stop a violator's vehicle by surrounding it with law enforcement vehicles and then slowing all vehicles to a stop.

Pursuit Intervention Technique (PIT) - A low-speed maneuver intended to terminate the pursuit by causing the violator's vehicle to spin out and come to a stop.

Ramming - The deliberate act of impacting a violator's vehicle with another vehicle to functionally damage or otherwise force the violator's vehicle to stop.

Roadblocks - A tactic designed to stop a violator's vehicle by intentionally placing a vehicle or other immovable object in the path of the violator's vehicle.

Tire Deflation Device, Spikes or Tack Strips - A device that extends across the roadway and is designed to puncture the tires of the pursued vehicle.

307.3 OFFICER RESPONSIBILITIES

State

It is the policy of this department that a vehicle pursuit shall be conducted with at least one red or blue flashing, rotating or oscillating light, visible under normal atmospheric conditions from a distance of 500 feet to the front of, and a siren activated on an authorized emergency vehicle (ORC § 4513.21, ORC § 4511.01(D) and ORC § 4511.041).

The following policy is established to provide officers with guidelines for driving with due regard and caution for the safety of all persons using the highway.

307.3.1 WHEN TO INITIATE A PURSUIT

Best Practice

Officers are authorized to initiate a pursuit when it is reasonable to believe that a suspect is attempting to evade arrest or detention by fleeing in a vehicle that has been given a signal to stop by a peace officer (ORC § 2921.331(B)).

The following factors individually and collectively shall be considered in deciding whether to initiate or continue a pursuit:

- (a) The seriousness of the known or reasonably suspected crime and its relationship to community safety.
- (b) The importance of protecting the public and balancing the known or reasonably suspected offense and the apparent need for immediate capture against the risks to officers, innocent motorists and others.
- (c) The apparent nature of the fleeing suspect (e.g., whether the suspect represents a serious threat to public safety).
- (d) The identity of the suspect has been verified and there is comparatively minimal risk in allowing the suspect to be apprehended at a later time.

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- (e) The safety of the public in the area of the pursuit, including the type of area, time of day, the amount of vehicular and pedestrian traffic (e.g., school zones) and the speed of the pursuit relative to these factors.
- (f) The pursuing officer's familiarity with the area of the pursuit, the quality of radio communication between the pursuing units and the dispatcher/supervisor, and the driving capabilities of the pursuing officers under the conditions of the pursuit.
- (g) The weather, traffic and road conditions that unreasonably increase the danger of the pursuit when weighed against the risks resulting from the suspect's escape.
- (h) The performance capabilities of the vehicles used in the pursuit in relation to the speed and other conditions of the pursuit.
- (i) Vehicle speeds.
- (j) Other persons in or on the pursued vehicle (e.g., passengers, co-offenders and hostages).
- (k) The availability of other resources, such as aircraft assistance.
- (l) The police unit is carrying passengers other than on-duty police officers. Pursuits should not be undertaken with a prisoner in the pursuit vehicle unless exigent circumstances exist, and then only after the need to apprehend the suspect is weighed against the safety of the prisoner in transport. A unit containing more than a single prisoner should not participate in a pursuit.

307.3.2 WHEN TO TERMINATE A PURSUIT

State

Pursuits should be discontinued whenever the totality of objective circumstances known or which reasonably ought to be known to the officer or supervisor during the pursuit indicates that the present risk of continuing the pursuit reasonably appears to outweigh the risk resulting from the suspect's escape.

Operating an emergency vehicle in a pursuit with emergency lights and siren does not relieve the operator of an authorized emergency vehicle of the duty to drive with due regard for the safety of all persons and does not protect the driver from the consequences of his/her reckless disregard for the safety of others (ORC § 4511.45(B)).

The above factors on when to initiate a pursuit are expressly included herein and will apply equally to the decision to discontinue as well as the decision to initiate a pursuit. Officers and supervisors must objectively and continuously weigh the seriousness of the offense against the potential danger to innocent motorists, themselves and the public when electing to continue a pursuit. In the context of this policy, the term "terminate" shall be construed to mean to discontinue or to stop chasing the fleeing vehicle.

Pursuit will be immediately terminated under the following conditions:

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- (a) The distance between the pursuing officers and the fleeing vehicle is so great that further pursuit would be futile or require the pursuit to continue for an unreasonable time or distance.
- (b) The pursued vehicle's location is no longer definitely known.
- (c) The officer's pursuit vehicle sustains damage or a mechanical failure that renders it unsafe to drive.
- (d) The pursuit vehicle suffers an emergency equipment failure that causes the vehicle to no longer qualify for emergency operation use.
- (f) The hazards to uninvolved bystanders or motorists.
- (g) When the identity of the offender is known and it does not reasonably appear that the need for immediate capture outweighs the risk associated with continuing the pursuit.
- (h) The offense is a traffic infraction, misdemeanor or non-violent felony.
- (i) When directed to terminate the pursuit by a supervisor.

307.3.3 SPEED LIMITS

Best Practice

The speed of a pursuit is a factor that should be evaluated on a continuing basis by the officer and supervisor. Vehicle speeds shall be taken into consideration to prevent endangering public safety, officer safety and the safety of the occupants of the fleeing vehicle.

Should high vehicle speeds be reached during a pursuit, officers and supervisors shall also consider these factors when determining the reasonableness of the speed of the pursuit (ORC § 4511.24):

- (a) Pursuit speeds have become unreasonably unsafe for the surrounding conditions.
- (b) Pursuit speeds have exceeded the driving ability of the officer.
- (c) Pursuit speeds are beyond the capabilities of the pursuit vehicle, thus making its operation unsafe.

307.4 PURSUIT UNITS

Best Practice

Pursuit units should be limited to three vehicles (two units and a supervisor). However, the number of units involved will vary with the circumstances.

An officer or supervisor may request additional units to join a pursuit if, after assessing the factors outlined above, it appears that the number of officers involved would be insufficient to safely arrest the suspect. All other officers shall stay out of the pursuit but should remain alert to its progress and

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location. Any officer who drops out of a pursuit may then, if necessary, proceed to the termination point at legal speeds, following the appropriate rules of the road.

Distinctively marked patrol vehicles should replace unmarked vehicles involved in a pursuit whenever practicable.

307.4.2 VEHICLES WITHOUT EMERGENCY EQUIPMENT

State

Vehicles not equipped with a red or blue emergency light and siren are prohibited from initiating or joining in any pursuit. Officers in such vehicles may provide support to pursuing units as long as the vehicle is operated in compliance with all traffic laws (ORC § 4511.041 and ORC § 4513.21).

307.4.3 PRIMARY UNIT RESPONSIBILITIES

Best Practice

The initial pursuing officer will be designated as the primary pursuit unit and will be responsible for the conduct of the pursuit unless it is unable to remain reasonably close enough to the violator's vehicle. The primary responsibility of the officer initiating the pursuit is the apprehension of the suspect without unreasonable danger to him/herself or other persons.

The primary unit should notify Heights Hillcrest Communications Center (HHCC), commencing with a request for priority radio traffic, that a vehicle pursuit has been initiated, and as soon as practicable, provide information including, but not limited to:

- (a) The reason for the pursuit.
- (b) The location and direction of travel.
- (c) The speed of the fleeing vehicle.
- (d) The description of the fleeing vehicle and license number, if known.
- (e) The number of occupants.
- (f) The identity or description of the known occupants.
- (g) The weather, road and traffic conditions.
- (h) The identity of other agencies involved in the pursuit.
- (i) Information concerning the use of firearms, threat of force, injuries, hostages or other unusual hazards.

Unless relieved by a supervisor or secondary unit, the officer in the primary unit shall be responsible for broadcasting the progress of the pursuit. Unless circumstances reasonably indicate otherwise, the primary unit should relinquish the responsibility of broadcasting the

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progress of the pursuit to a secondary unit or aircraft joining the pursuit to minimize distractions and allow the primary unit to concentrate foremost on safe pursuit tactics.

307.4.4 SECONDARY UNIT RESPONSIBILITIES

Best Practice

The second officer in the pursuit is responsible for:

- (a) Immediately notifying the dispatcher of his/her entry into the pursuit.
- (b) Remaining at a safe distance behind the primary unit unless directed to assume the role of primary officer, or if the primary unit is unable to continue the pursuit.
- (c) Broadcasting the progress of the pursuit unless the situation indicates otherwise.
- (d) Serving as backup to the primary unit once the subject has been stopped.

307.4.5 PURSUIT DRIVING TACTICS

Best Practice

The decision to use specific driving tactics requires the same assessment of considerations outlined in the factors to be considered concerning pursuit initiation and termination. The following are tactics for units involved in the pursuit:

- (a) Officers, considering their driving skills and vehicle performance capabilities, will space themselves from other involved vehicles such that they are able to see and avoid hazards or react safely to maneuvers by the fleeing vehicle.
- (b) Officers may proceed past a red or stop signal or stop sign but only after slowing down as may be necessary for safe operation (ORC § 4511.03).
- (c) Because intersections can present increased risks, the following tactics should be considered:
 - 1. Available units not directly involved in the pursuit may proceed safely to controlled intersections ahead of the pursuit in an effort to warn cross traffic.
 - 2. Pursuing units should exercise due caution when proceeding through controlled intersections.
- (d) As a general rule, officers should not pursue a vehicle driving the wrong way on a roadway, highway or freeway. In the event the pursued vehicle does so, the following tactics should be considered:
 - 1. Requesting assistance from an available air unit.
 - 2. Maintaining visual contact with the pursued vehicle by paralleling on the correct side of the roadway.
 - 3. Requesting other units to observe exits available to the suspect.
- (e) Notify the Ohio State Highway Patrol or other law enforcement agency if it appears the pursuit may enter their jurisdiction.

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- (f) Officers involved in a pursuit should not attempt to pass other units unless the situation indicates otherwise or they are requested to do so by the primary unit and a clear understanding of the maneuver process exists between the involved officers.

307.4.6 TACTICS/PROCEDURES FOR UNITS NOT INVOLVED IN THE PURSUIT

Best Practice

There should be no paralleling of the pursuit route. Officers are authorized to use emergency equipment at intersections along the pursuit path to clear intersections of vehicular and pedestrian traffic to protect the public. Officers should remain in their assigned area and should not become involved with the pursuit unless directed otherwise by a supervisor.

Non-pursuing personnel needed at the termination of the pursuit should respond in a non-emergency manner, observing the rules of the road.

The primary unit, secondary unit and supervisor should be the only units operating under emergency conditions (emergency lights and siren) unless other units are assigned to the pursuit.

307.4.7 PURSUIT TRAILING

Best Practice

In the event that the initiating unit from this agency relinquishes control of the pursuit to another unit or jurisdiction, that initiating unit may, with permission of a supervisor, trail the pursuit to the termination point in order to provide information and assistance for the arrest of the suspect.

The term "trail" means to follow the path of the pursuit at a safe speed, while obeying all traffic laws and without activating emergency equipment. If the pursuit is at a slow rate of speed, the trailing unit will maintain sufficient distance from the pursuit units to clearly indicate an absence of participation in the pursuit.

307.4.8 AIRCRAFT ASSISTANCE

Best Practice

When available, aircraft assistance should be requested. Once the air unit has established visual contact with the pursued vehicle, it should assume control over the pursuit. The primary and secondary ground units should consider whether the participation of an aircraft warrants their continued involvement in the pursuit.

The air unit should coordinate the activities of resources on the ground, report progress of the pursuit and provide officers and supervisors with details of upcoming traffic congestion, road hazards or other pertinent information to evaluate whether to continue the pursuit. If ground units are not within visual contact and the air unit determines that it is unsafe to continue the pursuit, the air unit should recommend terminating the pursuit.

307.5 SUPERVISORY CONTROL AND RESPONSIBILITIES

Best Practice

It is the policy of this department that available supervisory and management control will be exercised over all vehicle pursuits involving officers from this department.

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The field supervisor of the officer initiating the pursuit, or if unavailable, the nearest field supervisor will be responsible for the following:

- (a) Upon becoming aware of a pursuit, immediately notifying involved officers and Heights Hillcrest Communications Center (HHCC) of supervisory presence and ascertaining all reasonably available information to continuously assess the situation and risk factors associated with the pursuit in order to ensure that the pursuit is conducted within established Department guidelines.
- (b) Engaging in the pursuit, when appropriate, to provide on-scene supervision.
- (c) Exercising management and control of the pursuit even if not engaged in it.
- (d) Ensuring that no more than the number of required law enforcement units needed are involved in the pursuit under the guidelines set forth in this policy.
- (e) Directing that the pursuit be terminated if, in his/her judgment, it is not justified to continue the pursuit under the guidelines of this policy.
- (f) Ensuring that aircraft assistance is requested, if available.
- (g) Ensuring that the proper radio channel is being used.
- (h) Ensuring the notification and/or coordination of outside agencies if the pursuit either leaves or is likely to leave the jurisdiction of this agency.
- (i) Controlling and managing CHPD units when a pursuit enters another jurisdiction.
- (j) Preparing a post-pursuit critique and analysis of the pursuit for training purposes.

307.5.1 SHIFT OFFICER-IN-CHARGE (OIC) RESPONSIBILITIES

Best Practice

Upon becoming aware that a pursuit has been initiated, the Shift Officer-in-Charge should monitor and continually assess the situation and ensure the pursuit is conducted within the guidelines and requirements of this policy. The Shift Officer-in-Charge has the final responsibility for the coordination, control and termination of a vehicle pursuit and shall be in overall command.

The Shift Officer-in-Charge shall review all pertinent reports for content and forward them to the Chief of Police.

307.6 COMMUNICATIONS

Best Practice

If the pursuit is confined within the City limits, radio communications will be conducted on the primary channel unless instructed otherwise by a supervisor or communications dispatcher. If the pursuit leaves the jurisdiction of this department or such is imminent, involved units should, whenever available, switch radio communications to an emergency channel most accessible by participating agencies and units.

307.6.1 HEIGHTS HILLCREST COMMUNICATIONS CENTER (HHCC) RESPONSIBILITIES

Best Practice

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Upon notification that a pursuit has been initiated, Heights Hillcrest Communications Center (HHCC) will be responsible for:

- (a) Coordinating pursuit communications of the involved units and personnel.
- (b) Notifying and coordinating with other involved or affected agencies as practicable.
- (c) Ensuring that a field supervisor is notified of the pursuit.
- (d) Assigning an incident number and logging all pursuit activities.
- (e) Broadcasting pursuit updates as well as other pertinent information as necessary.
- (f) Notifying the Shift Officer-in-Charge as soon as practicable.

307.6.2 LOSS OF PURSUED VEHICLE

Best Practice

When the pursued vehicle is lost, the primary unit should broadcast pertinent information to assist other units in locating the vehicle. The primary unit will be responsible for coordinating any further search for either the pursued vehicle or suspects fleeing on foot.

307.7 INTERJURISDICTIONAL CONSIDERATIONS

Best Practice

When a pursuit enters another agency's jurisdiction, the primary officer or supervisor, taking into consideration distance traveled, unfamiliarity with the area and other pertinent facts, should determine whether to request the other agency to assume the pursuit. Unless entry into another jurisdiction is expected to be brief, it is generally recommended that the primary officer ensure that notification is provided to each outside jurisdiction into which the pursuit is reasonably expected to enter, regardless of whether such jurisdiction is expected to assist.

307.7.1 ASSUMPTION OF PURSUIT BY ANOTHER AGENCY

Best Practice

Cleveland Heights Police Department officers will discontinue the pursuit when another agency has assumed the pursuit, unless continued assistance of the Cleveland Heights Police Department is requested by the agency assuming the pursuit. Upon discontinuing the pursuit, the primary unit may proceed upon request, with or at the direction of a supervisor, to the termination point to assist in the investigation.

The role and responsibilities of officers at the termination of a pursuit initiated by this department shall be coordinated with appropriate consideration of the units from the agency assuming the pursuit.

Notification of a pursuit in progress should not be construed as a request to join the pursuit. Requests to or from another agency to assume a pursuit should be specific. Because of communication limitations between local agencies, a request for another agency's assistance will mean that its personnel will assume responsibility for the pursuit. For the same reasons, when a

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pursuit leaves another jurisdiction and a request for assistance is made to this department, the other agency should relinquish control.

307.7.2 PURSUITS EXTENDING INTO THIS JURISDICTION

Best Practice

The agency that initiates a pursuit shall be responsible for conducting the pursuit. Units from this department should not join a pursuit unless specifically requested to do so by the agency whose peace officers are in pursuit. The exception to this is when a single unit from the initiating agency is in pursuit. Under this circumstance, a unit from this department may join the pursuit until sufficient units from the initiating agency join the pursuit.

When a request is made for this department to assist or take over a pursuit from another agency that has entered this jurisdiction, the supervisor should consider these additional factors:

- (a) Ability to maintain the pursuit.
- (b) Circumstances serious enough to continue the pursuit.
- (c) Adequate staffing to continue the pursuit.
- (d) The public's safety within this jurisdiction.
- (e) Safety of the pursuing officers.

As soon as practicable, the Shift OIC should review a request for assistance from another agency. The OIC, after consideration of the above factors, may decline to assist in or assume the other agency's pursuit.

Assistance to a pursuing outside agency by officers of this department will terminate at the City limits provided that the pursuing peace officers have sufficient assistance from other sources. Ongoing participation from this department may continue only until sufficient assistance is present.

In the event that a pursuit from another agency terminates within this jurisdiction, officers shall provide appropriate assistance to peace officers from the outside agency including, but not limited to, scene control, coordination and completion of supplemental reports and any other assistance requested or needed.

307.8 PURSUIT INTERVENTION

Best Practice

Pursuit intervention is an attempt to terminate the ability of a suspect to continue to flee in a motor vehicle through tactical application of technology, tire deflation devices, blocking, boxing, PIT (Pursuit Intervention Technique), ramming or roadblock procedures.

307.8.1 WHEN USE IS AUTHORIZED

Best Practice

Use of pursuit intervention tactics should be employed only after approval of the OIC. In deciding whether to use intervention tactics, officers/OIC should balance the risk of allowing the pursuit to continue with the potential hazards arising from the use of each tactic to

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the public, the officers and persons in or on the pursued vehicle. With this in mind, the decision to use any intervention tactic should be reasonable in light of the circumstances apparent to the officer at the time of the decision.

It is imperative that officers act within legal bounds using good judgment and accepted practices.

307.8.2 USE OF FIREARMS

Best Practice

The use of firearms to disable a pursued vehicle is not generally an effective tactic and involves all the dangers associated with discharging firearms. Officers should not utilize firearms during an ongoing pursuit unless the conditions and circumstances meet the requirements authorizing the use of deadly force. Nothing in this section shall be construed to prohibit any officer from using a firearm to stop a suspect from using a vehicle as a deadly weapon.

307.8.3 INTERVENTION STANDARDS

Best Practice

Any intervention tactic, depending upon the conditions and circumstances under which it is used, may present dangers to the officers, the public or anyone in or on the vehicle being pursued. Certain applications of intervention tactics may be construed to be a use of force, including deadly force, and are subject to Department policies guiding such use. Officers shall consider these facts and requirements prior to deciding how, when, where and if an intervention tactic should be employed.

- (a) Blocking or vehicle intercept should only be considered in cases involving felony suspects or impaired drivers who pose a threat to public safety, and when officers reasonably believe that attempting a conventional enforcement stop will likely result in the driver attempting to flee in the vehicle. Because of the potential risk involved, this technique should only be employed by officers who have received training in such tactics and after giving consideration to the following:
 - 1. The need to immediately stop the suspect vehicle or prevent it from leaving substantially outweighs the risk of injury or death to occupants of the suspect vehicle, officers or other members of the public.
 - 2. All other reasonable intervention techniques have failed or reasonably appear ineffective.
 - 3. Employing the blocking maneuver does not unreasonably increase the risk to officer safety.
 - 4. The target vehicle is stopped or traveling at a low speed.
 - 5. At no time should civilian vehicles be used to deploy this technique.
- (b) Only those officers trained in the use of the PIT will be authorized to use this procedure and only then with approval of a supervisor upon consideration of the circumstances

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and conditions presented at the time, including the potential for injury to officers, the public and occupants of the pursued vehicle.

- (c) Ramming a fleeing vehicle should be done only after other reasonable tactical means at the officer's disposal have been exhausted. This tactic should be reserved for situations where there does not appear to be another reasonable alternative method. This policy is an administrative guide to direct officers in their decision-making process before ramming another vehicle. When ramming is used as a means to stop a fleeing vehicle, one or more of the following factors should be present:

1. The suspect is an actual or suspected felon who reasonably appears to represent a serious threat to the public if not apprehended.
2. The suspect is driving with willful or wanton disregard for the safety of other persons or is driving in a reckless and life-endangering manner.

If there does not reasonably appear to be a present or immediately foreseeable serious threat to the public, the use of ramming is not authorized.

- (d) As with all intervention techniques, pursuing officers should obtain supervisor approval before attempting to box a suspect vehicle during a pursuit. The use of such a technique must be carefully coordinated with all involved units, taking into consideration the circumstances and conditions apparent at the time, as well as the potential risk of injury to officers, the public and occupants of the pursued vehicle.
- (e) Only those officers trained in the use of the tire deflation devices will be authorized to use this procedure, and only then with the approval of a supervisor. Tire deflation devices (e.g., stop sticks) should be deployed only when it is reasonably apparent that only the pursued vehicle will be affected by their use. Prior to the deployment of spike strips, the officer shall notify pursuing units and the supervisor of the intent and location. Officers should carefully consider the limitations of such devices as well as the potential risks to officers, the public and occupants of the pursued vehicle. If the pursued vehicle is a motorcycle, a vehicle transporting hazardous materials or a school bus transporting children, officers and supervisors should weigh the potential consequences against the need to immediately stop the vehicle.
- (f) Because roadblocks involve a potential for serious injury or death to occupants of the pursued vehicle if the suspect does not stop, the intentional placement of roadblocks in the direct path of a pursued vehicle is generally discouraged and should not be deployed without prior approval of a supervisor, and only then under extraordinary conditions when all other reasonable intervention techniques have failed or reasonably appear ineffective and the need to immediately stop the pursued vehicle substantially outweighs the risk of injury or death to occupants of the pursued vehicle, officers or other members of the public.

Cleveland Heights Police Department

Policy Manual

Vehicle Pursuits

307.8.4 CAPTURE OF SUSPECTS

State

Proper self-discipline and sound professional judgment are the keys to a successful conclusion of a pursuit and apprehension of evading suspects. Officers shall use only that amount of force that reasonably appears necessary under the circumstances to properly perform their lawful duties.

Unless relieved by a supervisor, the primary officer should coordinate efforts to apprehend the suspect following the pursuit. Officers should consider safety of the public and the involved officers when formulating plans to contain and capture the suspect.

307.9 REPORTING AND REVIEW REQUIREMENTS

Best Practice

All appropriate reports shall be completed to comply with local and state regulations.

- (a) The primary officer shall complete appropriate crime/arrest reports.
- (b) The OIC shall be responsible to complete and submit a written analysis and critique of the pursuit to the Chief of Police immediately after the incident. The OIC will obtain copies of all in-car dash camera video and body camera video of all officers involved in the pursuit.
- (c) After first obtaining available information, the on-duty field supervisor shall promptly complete a Supervisor's Log or interoffice memorandum, briefly summarizing the pursuit to the Chief of Police or designee. This memo should minimally contain the following information:
 - 1. Date and time of pursuit.
 - 2. Length of pursuit in distance and time.
 - 3. Involved units and officers.
 - 4. Initial reason and circumstances surrounding the pursuit.
 - 5. Starting and termination points.
 - 6. Alleged offense, charges filed or disposition: arrest, citation or other release.
 - 7. Arrestee information should be provided if applicable.
 - 8. Injuries and/or property damage.
 - 9. Medical treatment.
 - 10. The outcome of the pursuit.
 - 11. Name of supervisor handling or at the scene.
 - 12. A preliminary determination that the pursuit appears to be in compliance with this policy or that additional review and/or follow-up is warranted.
- (d) After receiving copies of reports, logs and other pertinent information, the Chief of Police or designee shall conduct or assign the completion of a post-pursuit review as appropriate to the circumstances.

Cleveland Heights Police Department

Policy Manual

Vehicle Pursuits

- (e) Annually, the Chief of Police or should direct a documented review and analysis of Department vehicle pursuits to minimally include policy suitability, policy compliance and training needs.

307.9.1 REGULAR AND PERIODIC PURSUIT TRAINING

Best Practice

In addition to initial and supplementary training on pursuits, all sworn employees will participate, no less than annually, in regular and periodic training addressing this policy and the importance of vehicle safety and protecting the public at all times. Training will include a recognition of the need to balance the known offense and the need for immediate capture against the risks to officers and others.

307.9.2 POLICY REVIEW

State

Sworn members of this department shall certify in writing that they have received, read and understand this policy initially and upon any amendments (ORC § 2935.031).



Committee of the Whole

April 5, 2021

6:30 p.m.

Agenda

Online Only

<http://www.youtube.com/cityofclevelandheights/live>

1. Legislation Overview
2. Executive Session - *1. To consider the appointment of a public official; 2. To consider the terms of purchase of real property for public purposes; and 3. To consider the sale or lease of City-owned real property.*



CLEVELAND HEIGHTS

AGENDA (tentative) – CLEVELAND HEIGHTS CITY COUNCIL MEETING

Monday, April 5, 2021

Online Only

Regular Meeting

7:30 p.m.

<http://www.youtube.com/c/cityofclevelandheights/live>

- 1) Meeting called to order by Council President**
- 2) Roll Call of Council Members**
- 3) Excuse absent members**
- 4) Approval of the minutes of the Council meeting held on March 15, 2021**
- 5) Personal communications received from citizens (via electronic mail)**
- 6) Report of the City Manager**

Sealed bids were received on March 12, for project #21-02 – 2021 Street Resurfacing & ADA Curb Ramp Replacement Program. There were nine bids received and Chagrin Valley Paving, Inc. of Chagrin Falls, Ohio's bid of \$578,588.45 has been found to be the lowest and best responsive and responsible bid.

Matter of Record

Sealed bids were received on February 26, for project #21-03 – 2021 Surface Treating Program. There were three bids received and N.E.S. Corporation, of Cleveland, Ohio's bid of \$79,560.83 has been found to be the lowest and best responsive and responsible bid.

Matter of Record

- 7) Report of the Chief of Police**
- 8) Report of the Clerk of Council**

Notify Council that a notice has been received from the Ohio Department of Liquor Control advising that an application has been made by 1854 Coventry Courtyard LLC, 1854 Coventry Rd., Cleveland Heights, OH 44118 for new D1, D3, D3A and D6 permits

Matter of Record

9) **Committee Reports**

a.) **FINANCE COMMITTEE**

b.) **MUNICIPAL SERVICES COMMITTEE**

RESOLUTION NO. 29-2021 (MS). A Resolution requesting cooperation with Cuyahoga County to participate in the resurfacing project on Coventry Road, from Fairhill Road to Euclid Heights Boulevard

Introduced by Council Member _____

Vote _____ _____ _____
 For Against No. Reading

RESOLUTION NO. 30-2021 (MS). A Resolution authorizing participation in the Ohio Department of Transportation Cooperative Purchasing Program for road salt for the 2021-22 winter season

Introduced by Council Member _____

Vote _____ _____ _____
 For Against No. Reading

RESOLUTION NO. 31-2021 (MS). A Resolution authorizing the City Manager to apply for, accept, and enter into a second Cooperative Agreement for planning and/or construction of the 2021 Refuse & Recycling Automation & Transfer Station Improvements project between the City of Cleveland Heights and the Ohio Water Development Authority

Introduced by Council Member _____

Vote _____ _____ _____
 For Against No. Reading

RESOLUTION NO. 32-2021 (MS). A Resolution requesting cooperation with Cuyahoga County to participate in the resurfacing project on Superior Road, from Euclid Avenue to Lee Road

Introduced by Council Member _____

Vote _____ _____ _____

For

Against

No. Reading

RESOLUTION NO. 33-2021 (MS). A Resolution authorizing an agreement with Ganley Ford, Inc., for the purchase of four 2021 Ford Utility Police Interceptors and related equipment for the Police Department

Introduced by Council Member _____

Vote _____
For Against No. Reading

c.) PLANNING AND DEVELOPMENT COMMITTEE

d.) PUBLIC SAFETY AND HEALTH COMMITTEE

ORDINANCE NO. 34-2021 (PSH). An Ordinance enacting new Chapter 765 of the Cleveland Heights Codified Ordinances, pertaining to third-party food delivery services; establishing a limit on the commission that third parties can charge to restaurants located in the City of Cleveland Heights to 15% of the purchase price on delivery or pick-up orders while restaurants are unable to provide unrestricted dine-in service; prohibiting a reduction in compensation for delivery drivers as a result of this limit

Introduced by Council Member _____

Vote _____
For Against No. Reading

e.) ADMINISTRATIVE SERVICES COMMITTEE

ORDINANCE NO. 25-2021 (AS), *Second Reading*. An Ordinance amending various Sections of Chapter 749, "Fair Practices" of the Codified Ordinances of the City of Cleveland Heights to include Source of Income as a prohibited, discriminatory rationale for the purposes of fair housing practices.

Introduced by Council Member _____

Vote _____
For Against No. Reading

f.) COMMUNITY RELATIONS AND RECREATION COMMITTEE

RESOLUTION NO. 35-2021 (CRR). A Resolution in support of the Protecting the Right to Organize (PRO) Act, which provides a generational opportunity for the labor movement and serves as the cornerstone of the Workers First Agenda

Introduced by Council Member _____

Vote _____ _____ _____
 For Against No. Reading

RESOLUTION NO. 36-2021 (CRR). A Resolution authorizing the City Manager to enter into an agreement with Snider Recreation Inc., to design and install a new all-inclusive playground at Forest Hill Park

Introduced by Council Member _____

Vote _____ _____ _____
 For Against No. Reading

10) Consent Agenda

Note: Individual Consent Agenda items are not discussed separately during the Council meeting, unless removed from the Consent Agenda on the request of a member of Council. Once an item is removed from the Consent Agenda it will be placed on the Regular Agenda.

RESOLUTION NO. 37-2021 (CRR). A Resolution joining with HUD and other communities throughout the nation in the observation of April as Fair Housing Month; reaffirming the City of Cleveland Heights' commitment to open housing

RESOLUTION NO. 38-2021 (CRR). A Resolution proclaiming April 2021 to be Autism Awareness Month and April 2, 2021 to be World Autism Awareness Day

RESOLUTION NO. 39-2021 (PD). A Resolution proclaiming April 5-9, 2021 to be National Community Development Week

RESOLUTION NO. 40-2021 (CRR). A Resolution proclaiming April 4-10, 2021 to be National Library Week

RESOLUTION NO. 41-2021 (CRR). A Resolution proclaiming April 2021 to be National Poetry Month

RESOLUTION NO. 42-2021 (MS). A Resolution authorizing the City Manager to enter into an agreement with Best Equipment Company, Inc., for the acquisition of a Peterson Model TL-3 Lightning Loader mounted on a Freightliner M-2 Chassis for the Department of Public Works; providing compensation therefor

RESOLUTION NO. 43-2021 (MS). A Resolution authorizing the City Manager to enter into an agreement with 72 Hour LLC dba National Auto Fleet Group, for the acquisition of a 2022 Ford Super Duty F-550 XL 4WD Reg Cab with LoadMaster 6 CU YD Rear Loader for the Department of Public Works; providing compensation therefor

RESOLUTION NO. 44-2021 (MS). A Resolution authorizing the City Manager to enter into an agreement with 72 Hour LLC dba National Auto Fleet Group, for the acquisition of two 2022 Ford Super Duty F-350 SRW (F3A) XL 2WD Pick-up Trucks for the Department of Public Works; providing compensation therefor

RESOLUTION NO. 45-2021 (CRR). A Resolution in support of Tax Fairness and Public Services Act

ORDINANCE NO. 46-2021 (F). An ordinance to amend certain subparagraphs of Ordinance No. 127-2020 (F) and subsequent amending ordinances, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2021

Motion to suspend rules by Council Member_____

Vote	_____	_____	_____
	For	Against	No. Reading

Motion to adopt by Council Member_____

Vote	_____	_____	_____
	For	Against	No. Reading

- 11) Council President’s Report
- 12) Adjournment

NEXT MEETING OF COUNCIL: MONDAY, APRIL 19, 2021

Proposed:

RESOLUTION NO. 29-2021 (MS)

By Council Member

A Resolution requesting cooperation with Cuyahoga County to participate in the resurfacing project on Coventry Road, from Fairhill Road to Euclid Heights Boulevard; and declaring an emergency.

WHEREAS, the Cleveland Heights (hereafter “MUNICIPALITY”) has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The resurfacing of Coventry Road, from Fairhill Road to Euclid Heights Boulevard in the City of Cleveland Heights.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. CONSENT. That it is declared to be in the public interest that the consent of Cleveland Heights (“MUNICIPALITY”) be and such consent is hereby given to Cuyahoga County (“COUNTY”) to participate in the cost of construction of the resurfacing project on Coventry Road, from Fairhill Road to Euclid Heights Boulevard.

SECTION 2. COOPERATION.

1. That the MUNICIPALITY will cooperate with the COUNTY in the resurfacing of Coventry Road, from Fairhill Road to Euclid Heights Boulevard in the City of Cleveland Heights.
2. That the MUNICIPALITY will arrange for the preparation of construction plans and specifications, including necessary engineering reports for the improvement, under current Cuyahoga County standards for construction of County roads and bridges.
3. That the COUNTY will arrange for the supervision and administration of the construction project.

SECTION 3. FUNDING.

1. That the MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the improvement by an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY portion of the project.

RESOLUTION NO. 29-2021 (MS)

2. That if funds administered by the Ohio Public Works Commission are used for this project, the amount of such funds will be deducted from designated project cost prior to the application of the participatory percentages specified in this Agreement.
3. That the MUNICIPALITY will be responsible for 40%, and the COUNTY will be responsible for 60%, of the cost of the preparation of construction plans and specifications, including necessary engineering reports for the improvement.
4. That the MUNICIPALITY will be responsible for 20%, and the COUNTY will be responsible for 80%, of the cost of construction, including the supervision and administration of the construction, for the improvement.
5. That the MUNICIPALITY agrees to deposit with the Treasurer of Cuyahoga County the MUNICIPALITY'S share of the estimated cost of the project or agrees to enter into an escrow agreement with the COUNTY prior to an award of a contract for the improvements.

SECTION 4. MAINTENANCE. That upon completion of said improvement, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the improvement in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That the COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the improvement in accordance with applicable sections of the Ohio Revised Code.
4. After construction of the project is complete, the Municipality agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

SECTION 5. TRAFFIC. That upon completion of said improvement said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

RESOLUTION NO. 29-2021 (MS)

1. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the improvement in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
2. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
3. That stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a “Four-way Stop” as provided in the aforesaid Manual are met; and
4. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
5. The MUNICIPALITY shall regulate parking in the following manner:
Prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

SECTION 6. RIGHT-OF-WAY.

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the aforesaid improvement shall be made available therefore.
2. That in the event any additional right-of-way is required, the MUNICIPALITY will arrange for the acquisition.

SECTION 7 UTILITIES.

1. The COUNTY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the said improvement and said companies have agreed to make any and all necessary rearrangements in such a manner as to be clear of any construction called for by the plans of said improvement and said companies have agreed to make such necessary rearrangements immediately after notification by said MUNICIPALITY.
2. That the COUNTY will pay the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation’s Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.

RESOLUTION NO. 29-2021 (MS)

3. The MUNICIPALITY shall cooperate with the COUNTY to, make all arrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the said improvement.
4. That the construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the improvement, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

SECTION 8. MISCELLANEOUS.

1. That if the COUNTY is formally requested by a MUNICIPAL RESOLUTION to include the construction of sidewalks, alternate bid items, or other items in the improvement that are in addition to those now existing and not provided for elsewhere in this Resolution, the COUNTY will do so, provided that this construction meets with the approval of the COUNTY and the MUNICIPALITY involved in this improvement; and that the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering, and construction supervision.
2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certifications or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 hereinabove.
3. For the purpose of this Resolution, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. By enacting this Resolution, the MUNICIPALITY agrees to conduct this transaction by electronic means and agrees that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The MUNICIPALITY also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the COUNTY.

SECTION 9. AUTHORITY TO SIGN

RESOLUTION NO. 29-2021 (MS)

1. That the City Manager of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to enter into all agreements with the COUNTY necessary to complete the planning and construction of this improvement.
2. That the City Manager of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to make application to the County of Cuyahoga, Ohio, for approval to use County Motor Vehicle License Tax Funds for the improvement.

SECTION 10. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 11. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to timely meet County deadlines and to promote highway safety through the rehabilitation of Coventry Road as described herein. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

AGREEMENT

Between the County of Cuyahoga, Ohio, and the City of Cleveland Heights for the Resurfacing of Coventry Road, Fairhill Road to Euclid Heights Boulevard

This agreement made and entered into this ____ day of _____, 20____, by and between the County of Cuyahoga, Ohio (the "COUNTY") and the City of Cleveland Heights (the "MUNICIPALITY") by its City Manager, having been duly authorized to enter into said agreement by Resolution No. _____, adopted by Council of the City of Cleveland Heights on the _____ day of _____, 20____.

WITNESSETH:

WHEREAS, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The resurfacing of Coventry Road, Fairhill Road to Euclid Heights Boulevard in the City of Cleveland Heights.

NOW THEREFORE, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows:

A. CONSENT

That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to participate in the cost of construction of the above described improvement.

B. COOPERATION

1. That the MUNICIPALITY will cooperate with the COUNTY in the resurfacing of Coventry Road, Fairhill Road to Euclid Heights Boulevard in the City of Cleveland Heights.
2. That the MUNICIPALITY will arrange for the preparation of construction plans and specifications, including necessary engineering reports for the improvement, under current Cuyahoga County standards for construction of County roads and bridges.
3. That the COUNTY will arrange for the supervision and administration of the construction project.

C. FUNDING

1. That the MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the improvement by an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY portion of the project.
2. That if funds administered by the Ohio Public Works Commission are used for this project, the amount of such funds will be deducted from designated project costs prior to the application of the participatory percentages specified in this Agreement.
3. That the MUNICIPALITY will be responsible for 40%, and the COUNTY will be responsible for 60%, of the cost of the preparation of construction plans and specifications, including necessary engineering reports for the improvement.
4. That the MUNICIPALITY will be responsible for 20%, and the COUNTY will be responsible for 80%, of the cost of construction, including the supervision and administration of the construction, for the improvement.
5. That the MUNICIPALITY agrees to deposit with the Treasurer of Cuyahoga County the MUNICIPALITY'S share of the estimated cost of the project or agrees to enter into an escrow agreement with the COUNTY prior to an award of a contract for the improvements.

D. MAINTENANCE

That upon completion of said improvement, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the improvement in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That the COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the improvement in accordance with the applicable sections of the Ohio Revised Code.

4. After construction of the project is complete, the Municipality agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

E. TRAFFIC

That upon completion of said improvement said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the improvement in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
2. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
3. That stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the aforesaid Manual are met; and
4. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
5. The MUNICIPALITY shall regulate parking in the following manner:
Prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

F. RIGHT-OF-WAY

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the aforesaid improvement shall be made available therefore.
2. That in the event any additional right-of-way is required, the MUNICIPALITY will arrange for the acquisition.

G. UTILITIES

1. The COUNTY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be

affected by the said improvement and said companies have agreed to make any and all necessary rearrangements in such a manner as to be clear of any construction called for by the plans of said improvement and said companies have agreed to make such necessary rearrangements immediately after notification by said MUNICIPALITY.

2. That the COUNTY will pay the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.
3. The MUNICIPALITY shall cooperate with the COUNTY to, make all arrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the said improvement.
4. That the construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the improvement, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

H. MISCELLANEOUS

1. That if the COUNTY is formally requested by a MUNICIPAL RESOLUTION to include the construction of sidewalks, alternate bid items, or other items in the improvement that are in addition to those now existing and not provided for elsewhere in this Agreement, the COUNTY will do so, provided that this construction meets with the approval of the COUNTY and the MUNICIPALITY involved in this improvement; and that the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering, and construction supervision.
2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certifications or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 hereinabove.

3. For the purpose of this Agreement, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. By entering into this Agreement, I agree on behalf of the City of Cleveland Heights to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the COUNTY.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the day and year mentioned above.

City of Cleveland Heights

City Manager

County of Cuyahoga, Ohio

By: _____
Armond Budish, County Executive

TO: THE COUNTY OF CUYAHOGA, OHIO DATE: _____

RE: APPLICATION FOR APPROVAL OF PROJECT USING COUNTY MOTOR VEHICLE LICENSE TAX FUNDS

.....

PART A **PROJECT DESCRIPTION**

MUNICIPALITY: Cleveland Heights ROAD: Coventry Road

ROAD NUMBER: _____ PROJECT LENGTH: _____

AVERAGE DAILY TRAFFIC: (Indicate 12 or 24 hour): _____

ACCIDENTS DURING PAST YEAR: Prop. Damage: _____ Pers. Inj.: _____ Fatal: _____

EXISTING PAVEMENT WIDTH: _____ RIGHT OF WAY WIDTH: _____ SPEED LIMIT: _____

RAILROAD CROSSINGS AT: _____

EXISTING BRIDGES OVER 20 FOOT SPANS: _____

.....

PART B **PURPOSE AND DESCRIPTION OF WORK**

Resurfacing of Coventry Road, Fairhill Road to Euclid Heights Boulevard in the City of Cleveland Heights.

.....

PART C **TRAFFIC CONTROL INVENTORY**

ARE EXISTING SIGNS, MARKINGS AND TRAFFIC SIGNALS IN CONFORMANCE WITH THE OHIO MANUAL OF TRAFFIC CONTROL DEVICES (IF KNOWN)?: _____ IF NO, LIST DEFICIENCIES: _____

_____ ARE EXISTING SIGNALS INTERCONNECTED?: _____

NUMBER OF EXISTING: Full actuated signals: _____ Semi-actuated signals: _____

NUMBER OF PRETIMED SIGNALS AND AVERAGE SPACING: _____

EXISTING PARKING REGULATIONS: _____

.....

<u>PART D</u>		<u>FUNDING</u>				
	<u>COST</u>	<u>PROPOSED FINANCING (\$ OR %)</u>				
	<u>ESTIMATE</u>	<u>LCNS TAX</u>	<u>MUNICIPAL</u>	<u>COUNTY</u>	<u>FEDERAL</u>	<u>OTHER</u>
<u>PRELIMINARY ENGR.</u>						
<u>RIGHT-OF-WAY</u>						
<u>CONSTRUCTION ENGR.</u>						
<u>ROADWAY & PAVEMENT</u>						
<u>STRUCTURES</u>						
<u>OTHER</u>						
<u>TOTALS</u>						

RECOMMENDED FINANCING: _____

.....

PART E **MUNICIPAL ACTION**

PROPOSED BY: _____ TITLE: City Manager DATE: _____

ACTION BY COUNCIL: _____ Resolution No. _____ DATE: _____

CERTIFIED BY: _____ DATE: _____

(Clerk of Council)

Proposed:

RESOLUTION NO. 30-2021 (MS)

By Council Member

A Resolution authorizing participation in the Ohio Department of Transportation Cooperative Purchasing Program for road salt for the 2021-22 winter season; and declaring an emergency.

WHEREAS, the City of Cleveland Heights (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual winter road salt bid (2021-2022), in accordance with Ohio Revised Code Section 5513.01(B), and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and

b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision’s participation in the road salt contract; and

d. The Political Subdivision’s order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract’s effective period; and

f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and

g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday,

RESOLUTION NO. 30-2021 (MS)

April 30, 2021 by 12:00 p. m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement; and

WHEREAS, Section 171.10 of the Cleveland Heights Codified Ordinances authorizes the purchase of machinery, materials, supplies, and other articles through the ODOT Cooperative Purchasing Program without obtaining competitive bids; and

WHEREAS, this Council has determined that it would be in the City and its residents' best interests to authorize the purchase of rock salt through ODOT's Cooperative Purchasing Program at a price lower than likely could be obtained through bidding.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The following authorized person(s) affirm that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

(Authorized Signature of City Manager)

_____ Approval Date

Approval as to form: _____
(Signature of the Director of Law)

_____ Approval Date

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

RESOLUTION NO. 30-2021 (MS)

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the timely need to meet ODOT deadlines for participation in ODOT's 2021-2022 annual winter road salt purchasing program. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

Proposed:

RESOLUTION NO. 31-2021 (MS)

By Council Member

A Resolution authorizing the City Manager to apply for, accept, and enter into a second Cooperative Agreement for planning and/or construction of the 2021 Refuse & Recycling Automation & Transfer Station Improvements project between the City of Cleveland Heights and the Ohio Water Development Authority; and declaring an emergency.

WHEREAS, the City of Cleveland Heights (hereinafter referred to as the “LGA”) is planning the 2021 Refuse & Recycling Automation & Transfer Station Improvements project; and

WHEREAS, the LGA desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the “OWDA”) to finance costs of the planning and/or construction of such facilities on the terms set forth in the Cooperative Agreement; and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose and on those terms; and

WHEREAS, pursuant to Resolution No. 18-2021, this Council authorized the City Manager to apply for, accept, and enter into a Cooperative Agreement with OWDA for the project; and

WHEREAS, it has been determined that OWDA will require two separate Cooperative Agreements with the City for the project, one specifically for the equipment associated with the project and one specifically for the construction associated with the project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. That the LGA hereby approves the planning and construction of the 2021 Refuse & Recycling Automation & Transfer Station Improvements project in cooperation with the OWDA under the provisions, terms, and conditions set forth in the “Cooperative Agreement for State Planning Project” as set forth in Exhibit A (the “Cooperative Agreement”) and hereby authorizes the City Manager and Director of Finance to execute a second Cooperative Agreement with the OWDA substantially in the form set forth in Exhibit A.

SECTION 2. The City Manager and Director of Finance are further authorized to execute any and all such other agreements and documents with OWDA as are necessary to effectuate the planning and construction of the Project.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution/ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

RESOLUTION NO. 31-2021 (MS)

SECTION 4. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 5. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to implement the 2021 Refuse & Recycling Automation & Transfer Station Improvements at the earliest possible time. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of Council

AMY HIMMELEIN
Clerk of Council

PASSED:

3/16/17

WDA NO SW-1
(2/96)

COOPERATIVE AGREEMENT FOR ACQUISITION, MAINTENANCE
AND OPERATION OF SOLID WASTE FACILITIES

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the "Term Sheet," which is fully incorporated herein and made a part hereof) as the "Agreement Date," by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the "OWDA") and the governmental body specified as the "LGA" on the Term Sheet (hereinafter referred to as the "LGA"), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the "LGA Resolution Date";

WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to provide for the comfort, health, safety, and general welfare of all employees and other inhabitants of the State and for the conservation of the land, air and water resources of the State through efficient and proper methods of disposal, salvage and reuse of or recovery of resources from solid wastes thereby eliminating or decreasing accident and health hazards including rodent and insect vectors of disease, public nuisance and the adverse effect on land values caused thereby and the scenic blight marring the landscape, and to assist and cooperate with governmental agencies in achieving such purposes through the acquisition, construction, operation and maintenance of solid waste facilities pursuant to Chapter 6123 of the Revised Code; and

WHEREAS, the solid waste management system (hereinafter more fully defined and referred to as the "System") of the LGA will require the acquisition of machinery, vehicles, furnishings and equipment necessary for the operation of the System (which are hereafter referred to as the "Project Facilities"); and

WHEREAS, the LGA is desirous of obtaining the Project Facilities for the System in cooperation with the OWDA; and

WHEREAS, the OWDA is willing to cooperate with the LGA in obtaining the Project Facilities, and the LGA has given the OWDA reasonable assurances that the LGA will make the payments of the charges hereinafter provided for and will fulfill its other obligations hereunder; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the financing, acquisition, operation and ownership of the Project Facilities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

DEFINITIONS RELATING TO PHYSICAL FACILITIES

(a) "Approved Application" means the application of the LGA dated as of the date specified on the Term Sheet as the "LGA Application Date," submitted to the OWDA, together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the "OWDA Application Approval Date," together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) "Project Facilities" means the vehicles and equipment to be acquired pursuant to this Agreement as described generally in Exhibit A attached hereto and made a part hereof and more particularly described in the Approved Application together with any changes therein made pursuant to Article III hereof.

(c) "Project Site" means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the operation of the System and the Project Facilities.

(d) "Solid Waste Management Plan" means the solid waste management plan of the LGA approved by the Director of Environmental Protection of Ohio under Section 3734.55 of the Ohio Revised Code, as it may be amended from time to time in accordance with Section 3734.56 of the Revised Code of Ohio.

(e) "System" means the facilities of the LGA specified as the "System" on the Term Sheet.

DEFINITIONS RELATING TO COSTS

(f) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the first proviso below), the following costs of the Project Facilities: the costs of acquisition of the Project Facilities including, but not limited to, the cost of all machinery, vehicles, furnishings and equipment included therein; interest on all funds disbursed by the OWDA (other than funds paid over to the OWDA by the LGA for disbursement by the OWDA) at the Contract Interest Rate from the date of disbursement by the OWDA of each portion thereof pursuant to Section 3.5 hereof to the first day of the January or the July next preceding the commencement of the Contract Period of Years based on the then existing cost allocations; the cost of printing and publishing any notices and legislation required; legal expenses; administrative expenses of the OWDA in the amount of

0.50% of all Eligible Project Costs other than such administrative expenses, or \$500, whichever is the greater; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the OWDA, the payment of such costs by the OWDA would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation.

DEFINITIONS RELATING TO PARTICIPATION IN COSTS

(g) "Project Participation Principal Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds of the OWDA, which costs shall in no event exceed the amount specified on the Term Sheet as the "Maximum Project Participation Principal Amount."

(h) "Participation Rate" means the dollar amount per annum necessary to amortize a principal amount of one dollar over the Contract Period of Years at the Contract Interest Rate.

(i) "Participation Charge" means the amount equal to the Project Participation Principal Amount multiplied by the Participation Rate. An estimate of the Participation Charge based on the Maximum Project Participation Principal Amount and the Participation Rate is specified on the Term Sheet beneath the Maximum Project Participation Principal Amount.

If the Contract Period of Years commences prior to the final determination of the Project Participation Principal Amount, the Participation Charge shall be based upon the best figures available at the time the computation of each semi-annual payment is required to be made. When such final costs are known, the Participation Charge shall be recomputed and the next following semi-annual payment shall be either increased or decreased by a factor sufficient to correct for any overpayment or underpayment through the date of such recomputation so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Project Participation Principal Amount been used in computing the Participation Charge at the commencement of the Contract Period of Years. The interest during the acquisition of the Project Facilities computed at the Contract Interest Rate shall, however, be computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

(j) "Contract Interest Rate" means the rate specified as such on the Term Sheet. The parties hereto acknowledge and agree that the Contract Interest Rate does not represent the effective rate of interest payable by the LGA on the Project Participation Principal Amount.

(k) "Contract Period of Years" means the period of the Contract Term specified in the Term Sheet, commencing on the date six months prior to the First Payment Date specified in the Term Sheet.

(l) "Default Rate" means a rate equal to the Contract Interest Rate plus three percentage points.

(m) "Pledged Revenues" means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any revenues from rates or charges imposed by the LGA pursuant to Division (A) of Section 343.08 of the Revised Code of Ohio), net of the costs of operating and maintaining the System, including without limitation costs of disposing of any solid wastes delivered to the Project Facilities, and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

ARTICLE II - PROPERTY INTERESTS IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site shall be the property of the LGA, currently or upon the acquisition thereof.

Section 2.2. The LGA agrees that the OWDA and its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the Project Site and the Project Facilities. The LGA further agrees that the OWDA and its duly authorized agents shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

ARTICLE III - ACQUISITION OF PROJECT FACILITIES AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the LGA shall do all things necessary to acquire the Project Facilities by means of the contract(s) specified on Exhibit B hereto. The LGA shall use its best efforts to cause the Project Facilities to be acquired and placed in use by _____(insert date).

In connection with the acquisition of the Project Facilities, the LGA agrees that:

(a) The acquisition and operation of the Project Facilities, including the letting of contracts in connection therewith, will conform to applicable requirements of federal, state and local laws, ordinances, rules and regulations.

(b) All laborers and mechanics employed on the Project Facilities shall be paid at the prevailing rates of wages of laborers and mechanics for the class of work called for by the Project Facilities, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.

(c) Each acquisition contract for the Project Facilities will be prepared so that materials, vehicles and equipment furnished to the LGA may be readily itemized.

(d) All requests submitted by the LGA for the payment or reimbursement of incurred Eligible Project Costs shall include evidence of the costs incurred and will be prepared so that such costs may be readily itemized.

(e) The LGA will proceed expeditiously with, and complete, the acquisition of the Project Facilities in accordance with the Approved Application.

(f) Notwithstanding anything contained herein to the contrary, the obligation of the OWDA to pay Eligible Project Costs pursuant to the terms and conditions of this Agreement shall expire three (3) years from the date hereof. Upon the expiration of the aforesaid period of years, the OWDA shall not be obligated to pay any additional Eligible Project Costs to the LGA hereunder. In the event that the OWDA, in its sole discretion, decides to pay additional Eligible Project Costs after the expiration of its obligation to do so hereunder, it shall so notify the LGA. No such decision by the OWDA to pay any additional Eligible Project Costs hereunder shall be deemed to constitute an extension of its obligation to pay Eligible Project Costs hereunder.

Except as otherwise provided in this Agreement, the LGA shall have the sole and exclusive charge of all details of the acquisition of the Project Facilities.

Section 3.2. The LGA shall keep accurate records of the Eligible Project Costs. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or his authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may reasonably require in connection therewith.

Section 3.3. Subject to the terms and conditions of this Agreement, the Eligible Project Costs shall be paid by the OWDA. In the event this Agreement is terminated by the OWDA pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the LGA, whether or not in breach of the Agreement, the Eligible Project Costs incurred prior to the date of the commencement of the acquisition of the Project Facilities or the date of such termination, whichever is earlier, shall be paid by the LGA.

Section 3.4. The OWDA may decline to deliver any further certificates of availability of funds of the Trustee or of another financial institution pursuant to Section 3.5 hereof from and after any determination by the OWDA that any information furnished to the OWDA, in writing or otherwise, in connection with the LGA's application for the transactions contemplated by this Agreement was false or misleading in any material respect or that such information omitted any other information needed to make the information furnished not false or misleading in any material respect.

Section 3.5. Subject to Section 3.4 hereof, the OWDA shall deliver to the LGA a certificate, signed by the Trustee under the Trust Agreement securing the Solid Waste Facility Revenue Bonds or Notes issued or to be issued by the OWDA to finance Eligible Project Costs, or, in the event that the OWDA intends to pay the Eligible Project Costs from moneys other than the proceeds of such Bonds or Notes, then by the financial institution that holds such moneys, certifying that moneys in the amount necessary to pay the Eligible Project Costs obligated or to be

obligated up to the Maximum Project Participation Principal Amount are available or are in the process of collection and have been encumbered by the Trustee or such financial institution to pay such Eligible Project Costs. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the LGA in form and detail satisfactory to the OWDA, the OWDA shall cause to be delivered checks of the Trustee or such financial institution in payment of the invoices, demands for payment, approved contractors' estimates or other evidence of cost incurrence to the persons or entities entitled to payment in conformity with the encumbrance of funds to pay such obligated Eligible Project Costs.

Section 3.6. Upon completion of the Project Facilities, the LGA shall make a full and complete accounting to the OWDA of the final Eligible Project Costs.

ARTICLE IV - PARTICIPATION PAYMENTS BY LGA

Section 4.1. Subject to the further provisions hereinafter set forth, the LGA agrees to and shall pay semi-annually on January 1 and July 1 of each year of the Contract Period of Years, commencing on the First Payment Date (each such date a "Due Date"), to the OWDA, but solely from the Pledged Revenues, one-half of the Participation Charge. In the event that the LGA pays less than the full amount due hereunder on any Due Date, then the amount so paid shall be applied first to interest payable hereunder, then to any late charges payable hereunder, and then to the Project Participation Principal Amount payable hereunder.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that services supplied by the System shall cease or be suspended for any reason, the LGA shall continue to be obligated to pay the charges pursuant to this Section 4.1, but solely from the Pledged Revenues. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 5th day after the Due Date, the amount of such default shall bear interest at the Default Rate from the Due Date until the date of the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the Due Date until payment on the basis of a 360 day year. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 30th day after the Due Date, in addition to the interest calculated at the Default Rate, a "late charge" of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA from the Pledged Revenues for failure to make the payment as provided herein. Thereafter, for each additional thirty (30) days during which the charges remain unpaid, the LGA shall continue to pay from the Pledged Revenues an additional late charge of one percent (1%) on the amount of such default until such charges are paid. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default including, but not limited to, court costs and attorney fees, shall be paid as part of the Eligible Project Costs hereunder and shall be repaid by the LGA to the OWDA as part of the Project Participation Principal Amount.

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues; provided, however,

that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than June 15 and December 15 of each year of the Contract Period of Years, the OWDA shall invoice the LGA for the sum owing by the LGA pursuant to Section 4.1 and that payment of each such invoice shall be made by the LGA to the OWDA not later than the first day of the following month. No failure by the OWDA to send any such invoice and no failure by the LGA to receive any such invoice shall relieve the LGA from its obligation to pay the amount due hereunder on the applicable Due Date.

Section 4.3. The LGA hereby agrees that: (a) from and after the acquisition and placement into operation of the Project Facilities, to the extent permitted by law, it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues at least adequate to provide for the payments required by Section 4.1 hereof; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and such other documents as the OWDA may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the LGA will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; and (c) the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA. All of the obligations under this Section are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the LGA within the meaning of Section 2731.01 of the Ohio Revised Code.

ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 5.1. The LGA agrees that during the Contract Period of Years that: (a) it will, subject to its right to contest in good faith the issue of non-compliance, operate the Project Facilities and the System, or cause them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) it will, subject to its right to discontinue use or operation of the Project Facilities or the System or any part thereof in accordance with this Agreement, keep the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, or cause them to be kept, in good repair and good operating condition so that the completed Project Facilities and System will continue to operate with substantially the same efficiency as when first constructed.

The LGA shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site, the Project Facilities, and the System from time to time; provided, that the cost of any additions, modifications and improvements shall be paid by the LGA, and the same shall be the property of the LGA and be included under the terms of this Agreement as part of the System; and provided further that the LGA shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of the System, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the OWDA thereto.

Section 5.2. The LGA agrees that it will commence, or will cause to be commenced, operation of the Project Facilities immediately upon the completion of the acquisition thereof and the receipt of any governmental approvals required for the commencement of their operation, and will not discontinue operation of the Project Facilities or any other part of the System without meeting all conditions to and requirements for such discontinuance imposed by law and this Agreement. The LGA agrees that it will provide adequate operation and maintenance of the Project Facilities and the System to comply with all applicable rules and regulations of the Director of Environmental Protection of Ohio. The LGA agrees that sufficient qualified operating personnel will be retained by the LGA to operate the Project Facilities and the System, or will be required to be obtained by any independent contractor engaged by the LGA to operate the Project Facilities and the System or any portion thereof, and that all operational tests and measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities and each other part of the System until the end of the Contract Period of Years or the discontinuance of the operation of the Project Facilities or of such other part of the System in accordance with Section 5.1 and this Section 5.2.

The LGA will permit the OWDA and its agents to have access to the records of the LGA pertaining to the operation and maintenance of the Project Facilities and the System at any reasonable time.

Section 5.3. The LGA agrees to insure, or cause to be insured, the Project Facilities and the System in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. Any insurance policy issued pursuant to Section 5.3 hereof shall be so written or endorsed as to make losses, if any, payable to the OWDA and the LGA as their respective interests may appear. Each insurance policy provided for in Sections 5.3 and 5.6 hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the OWDA and the LGA at least ten (10) days in advance of such cancellation.

Section 5.5. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3 and 5.6 hereof shall be applied as follows: (i) the net proceeds of the insurance required in Section 5.3 hereof shall be applied as provided in Section 5.9 hereof, and (ii) the net proceeds of the insurance required in Section 5.6 hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.6. The LGA agrees that it will carry, or will cause to be carried, public liability insurance with reference to the Project Facilities with one or more reputable insurance companies duly qualified to do business in the State of Ohio, in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The OWDA shall be made an additional insured under such policies.

Section 5.7. Throughout the Contract Period of Years, the LGA shall maintain Workers' Compensation Coverage or cause the same to be maintained in accordance with state law.

Section 5.8. In the event the LGA shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement or shall fail to keep, or cause to be kept, the Project Facilities in good repair and operating condition, or shall fail to operate, or cause to be operated, the Project Facilities in accordance with Section 5.2 hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2 and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become an additional obligation of the LGA to the OWDA which amounts, together with interest thereon at the Contract Interest Rate or at the rate of eight per centum (8%) per annum, whichever is greater, from the date thereof, the LGA agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and the LGA will (i) promptly repair, rebuild or restore the property damaged or destroyed, and (ii) apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the LGA necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the LGA.

Section 5.10. In the event that title to or the temporary use of the Project Site, the Project Facilities, or the System, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the LGA in a separate condemnation award account and shall be applied by the LGA in either or both the following ways as shall be determined by the LGA:

(a) The restoration of the facilities of the System to substantially the same condition as they existed prior to the exercise of said power of eminent domain, or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, that, when added to the remaining real estate and facilities of the System, will cause the System to be substantially the equivalent of the System as it existed prior to the exercise of said power of eminent domain, which real estate and facilities shall be deemed a part of the System, without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the LGA upon delivery to the OWDA of a certificate signed by an authorized officer of the LGA that the LGA has complied with either paragraph (a) or (b), or both, of this Section. The OWDA shall cooperate fully with the LGA in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site, the Project

Facilities, the System, or any part thereof. In no event will the LGA voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System or any part thereof without the written consent of the OWDA.

Section 5.11. Notwithstanding any other provision of this Agreement, including without limitation the requirements of Sections 5.3 and 5.6 hereof, (i) any insurance required to be obtained by the LGA under this Agreement may be obtained, in the discretion of the LGA, through participation in the insurance program maintained by the County Risk Sharing Authority, Inc., an Ohio non-profit corporation ("CORSA"), (ii) the LGA shall be deemed to be in compliance with all requirements contained in Sections 5.3 and 5.6 of this Agreement as to the types and amounts of insurance coverage required to be maintained so long as the LGA maintains insurance of the Project Facilities and System against loss or damage from the risks, and insurance against liability for personal injury, death and property damage for any occurrence in connection with the Project Facilities, of the types and in the maximum amounts (but not in excess of the amounts that are required to be maintained by Sections 5.3 and 5.6 hereof) that may be available from time to time through participation in the CORSA program, and (iii) the OWDA shall not be required to be made an additional insured under any applicable insurance policy, provided that the LGA shall have taken such actions as may be necessary to ensure that losses payable under any insurance described in clause (ii) of this Section 5.11 are made payable to the LGA and OWDA as their respective interests may appear.

ARTICLE VI - REPRESENTATIONS AND AGREEMENTS
OF THE LGA IN REGARD TO ENVIRONMENTAL MATTERS;
EVENTS OF DEFAULT AND REMEDIES THEREFOR;
INDEMNIFICATION

Section 6.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations applicable to the System during the Contract Period of Years, subject to its right to contest in good faith the issue of non-compliance;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached;

(c) No judgment or consent order has been rendered against it, nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached; and

(d) The Solid Waste Management Plan has been approved under Section 3734.55 of the Ohio Revised Code, and the LGA, to the best of its knowledge, is in compliance therewith, will use its best efforts to remain in compliance therewith, and will comply with all

directives of the Director of Environmental Protection of Ohio to correct any non-compliance therewith, subject to its right to contest in good faith the issue of non-compliance and the appropriateness of any such directive.

Section 6.2. The LGA agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article IV hereof.

(b) The LGA shall fail to observe and perform any other obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA; provided, however, that such failure shall not constitute an Event of Default hereunder if the cure of such failure cannot be effected within thirty (30) days and if the LGA is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the LGA in Section 6.1. shall at any time during the Contract Period of Years prove to be false.

Section 6.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may:

(a) declare the full amount of the then unpaid Project Participation Principal Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Project Participation Principal Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 6.4. No right or remedy conferred upon the OWDA under Section 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 6.5 To the full extent permitted by law, the LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project Facilities, or the use thereof; provided that such indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. To the full extent permitted by law, the LGA further agrees to indemnify and hold harmless the OWDA and its officers, employees and agents

against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Facilities or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

[LEFT BLANK INTENTIONALLY]

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by regular, registered or certified mail, postage prepaid, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:

The Ohio Water Development Authority
480 South High Street
Columbus, OH 43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address specified on the Term Sheet as the "LGA Notice Address";

or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the

approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. **[LEFT BLANK INTENTIONALLY]**

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 3.8 hereof.

Section 8.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until all obligations of the LGA under Section 4.1 hereof have been fully satisfied.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not be assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Director of Environmental Protection of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

OHIO WATER DEVELOPMENT
AUTHORITY

General Counsel

by:_____
Executive Director

APPROVED AS TO FORM

SOLID WASTE MANAGEMENT DISTRICT

LGA Legal Officer or Counsel

by:_____

by:_____

by:_____

089/20453BYI.82G

PROJECT FACILITIES DESCRIPTION

CONSTRUCTION CONTRACT(S)

Proposed:

RESOLUTION NO. 32-2021 (MS)

By Council Member

A Resolution requesting cooperation with Cuyahoga County to participate in the resurfacing project on Superior Road, from Euclid Avenue to Lee Road; and declaring an emergency.

WHEREAS, the Cleveland Heights (hereafter “MUNICIPALITY”) has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The rehabilitation of Superior Road, from Euclid Avenue to Lee Road in the City of Cleveland Heights.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. CONSENT. That it is declared to be in the public interest that the consent of Cleveland Heights (“MUNICIPALITY”) be and such consent is hereby given to Cuyahoga County (“COUNTY”) to participate in the cost of construction of the resurfacing project on Superior Road, from Euclid Avenue to Lee Road in the City of Cleveland Heights.

SECTION 2. COOPERATION.

1. That the MUNICIPALITY will cooperate with the COUNTY in the rehabilitation of Superior Road, from Euclid Avenue to Lee Road in the City of Cleveland Heights.
2. That the COUNTY will arrange for the preparation of construction plans and specifications, including necessary engineering reports for the improvement, under current Cuyahoga County standards for construction of County roads and bridges.
3. That the COUNTY will arrange for the supervision and administration of the construction contract.

SECTION 3. FUNDING.

1. That the MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the improvement by an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY portion of the project.

RESOLUTION NO. 32-2021 (MS)

2. That if funds administered by the Ohio Public Works Commission are used for this project, the amount of such funds will be deducted from designated project cost prior to the application of the participatory percentages specified in this Agreement.
3. Within the corporate limits of the Municipality, the MUNICIPALITY will be responsible for the cost of the preparation of construction plans and specifications, including necessary engineering reports for the improvement.
4. Within the corporate limits of the Municipality, the MUNICIPALITY will be responsible for 50%, and the COUNTY will be responsible for 50%, of the non-federal share cost of construction, including the supervision and administration of the construction, for the improvement.
5. That the MUNICIPALITY agrees to deposit with the Treasurer of Cuyahoga County the MUNICIPALITY'S share of the estimated cost of the project or agrees to enter into an escrow agreement with the COUNTY prior to an award of a contract for the improvements.

SECTION 4. MAINTENANCE. That upon completion of said improvement, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the improvement in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That the COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the improvement in accordance with applicable sections of the Ohio Revised Code.
4. After construction of the project is complete, the Municipality agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

SECTION 5. TRAFFIC. That upon completion of said improvement said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

RESOLUTION NO. 32-2021 (MS)

1. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the improvement in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
2. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
3. That stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a “Four-way Stop” as provided in the aforesaid Manual are met; and
4. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
5. The MUNICIPALITY shall regulate parking in the following manner:
Prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

SECTION 6. RIGHT-OF-WAY.

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the aforesaid improvement shall be made available therefore.
2. That in the event any additional right-of-way is required, the MUNICIPALITY will arrange for the acquisition.

SECTION 7 UTILITIES.

1. The COUNTY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the said improvement and said companies have agreed to make any and all necessary rearrangements in such a manner as to be clear of any construction called for by the plans of said improvement and said companies have agreed to make such necessary rearrangements immediately after notification by said MUNICIPALITY.
2. That the COUNTY will pay the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation’s Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.

RESOLUTION NO. 32-2021 (MS)

3. The MUNICIPALITY shall cooperate with the COUNTY to, make all arrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the said improvement.
4. That the construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the improvement, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

SECTION 8. MISCELLANEOUS.

1. That if the COUNTY is formally requested by a MUNICIPAL RESOLUTION to include the construction of sidewalks, alternate bid items, or other items in the improvement that are in addition to those now existing and not provided for elsewhere in this Resolution, the COUNTY will do so, provided that this construction meets with the approval of the COUNTY and the MUNICIPALITY involved in this improvement; and that the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering, and construction supervision.
2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certifications or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 hereinabove.
3. For the purpose of this Resolution, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. By enacting this Resolution, the MUNICIPALITY agrees to conduct this transaction by electronic means and agrees that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The MUNICIPALITY also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the COUNTY.

SECTION 9. AUTHORITY TO SIGN

RESOLUTION NO. 32-2021 (MS)

1. That the City Manager of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to enter into all agreements with the COUNTY necessary to complete the planning and construction of this improvement.
2. That the City Manager of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to make application to the County of Cuyahoga, Ohio, for approval to use County Motor Vehicle License Tax Funds for the improvement.

SECTION 10. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 11. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to timely meet County deadlines and to promote highway safety through the rehabilitation of Superior Road as described herein. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

AGREEMENT

Between the County of Cuyahoga, Ohio, and the City of Cleveland Heights for the Rehabilitation of Superior Road, Euclid Avenue to Lee Road

This agreement made and entered into this ____ day of _____, 20____, by and between the County of Cuyahoga, Ohio (the "COUNTY") and the City of Cleveland Heights (the "MUNICIPALITY") by its City Manager, having been duly authorized to enter into said agreement by Resolution No. _____, adopted by Council of the City of Cleveland Heights on the _____ day of _____, 20____.

WITNESSETH:

WHEREAS, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The rehabilitation of Superior Road, Euclid Avenue to Lee Road in the Cities of Cleveland Heights and East Cleveland.

NOW THEREFORE, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows:

A. CONSENT

That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to participate in the cost of construction of the above described improvement.

B. COOPERATION

1. That the MUNICIPALITY will cooperate with the COUNTY in the rehabilitation of Superior Road, Euclid Avenue to Lee Road in the City of Cleveland Heights.
2. That the COUNTY will arrange for the preparation of construction plans and specifications, including necessary engineering reports for the improvement, under current Cuyahoga County standards for construction of County roads and bridges.
3. That the COUNTY will arrange for the supervision and administration of the construction project.

C. FUNDING

1. That the MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the improvement by an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY portion of the project.
2. That if funds administered by the Ohio Public Works Commission are used for this project, the amount of such funds will be deducted from designated project costs prior to the application of the participatory percentages specified in this Agreement.
3. Within the corporate limits of the Municipality, the MUNICIPALITY will be responsible for the cost of the preparation of construction plans and specifications, including necessary engineering reports for the improvement.
4. Within the corporate limits of the Municipality, the MUNICIPALITY will be responsible for 50%, and the COUNTY will be responsible for 50%, of the non-federal share cost of construction, including the supervision and administration of the construction, for the improvement.
5. That the MUNICIPALITY agrees to deposit with the Treasurer of Cuyahoga County the MUNICIPALITY'S share of the estimated cost of the project or agrees to enter into an escrow agreement with the COUNTY prior to an award of a contract for the improvements.

D. MAINTENANCE

That upon completion of said improvement, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the improvement in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That the COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the improvement in accordance with the applicable sections of the Ohio Revised Code.

4. After construction of the project is complete, the Municipality agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

E. TRAFFIC

That upon completion of said improvement said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the improvement in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
2. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
3. That stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the aforesaid Manual are met; and
4. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
5. The MUNICIPALITY shall regulate parking in the following manner:
Prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

F. RIGHT-OF-WAY

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the aforesaid improvement shall be made available therefore.
2. That in the event any additional right-of-way is required, the MUNICIPALITY will arrange for the acquisition.

G. UTILITIES

1. The COUNTY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be

affected by the said improvement and said companies have agreed to make any and all necessary rearrangements in such a manner as to be clear of any construction called for by the plans of said improvement and said companies have agreed to make such necessary rearrangements immediately after notification by said MUNICIPALITY.

2. That the COUNTY will pay the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.
3. The MUNICIPALITY shall cooperate with the COUNTY to, make all arrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the said improvement.
4. That the construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the improvement, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

H. MISCELLANEOUS

1. That if the COUNTY is formally requested by a MUNICIPAL RESOLUTION to include the construction of sidewalks, alternate bid items, or other items in the improvement that are in addition to those now existing and not provided for elsewhere in this Agreement, the COUNTY will do so, provided that this construction meets with the approval of the COUNTY and the MUNICIPALITY involved in this improvement; and that the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering, and construction supervision.
2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certifications or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 hereinabove.

3. For the purpose of this Agreement, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. By entering into this Agreement, I agree on behalf of the City of Cleveland Heights to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the COUNTY.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the day and year mentioned above.

City of Cleveland Heights

City Manager

County of Cuyahoga, Ohio

By: _____
Armond Budish, County Executive

TO: THE COUNTY OF CUYAHOGA, OHIO DATE: _____

RE: APPLICATION FOR APPROVAL OF PROJECT USING COUNTY MOTOR VEHICLE LICENSE TAX FUNDS

PART A

PROJECT DESCRIPTION

MUNICIPALITY: Cleveland Heights ROAD: Superior Road

ROAD NUMBER: _____ PROJECT LENGTH: _____

AVERAGE DAILY TRAFFIC: (Indicate 12 or 24 hour): _____

ACCIDENTS DURING PAST YEAR: Prop. Damage: _____ Pers. Inj.: _____ Fatal: _____

EXISTING PAVEMENT WIDTH: _____ RIGHT OF WAY WIDTH: _____ SPEED LIMIT: _____

RAILROAD CROSSINGS AT: _____

EXISTING BRIDGES OVER 20 FOOT SPANS: _____

PART B

PURPOSE AND DESCRIPTION OF WORK

Rehabilitation of Superior Road, Euclid Avenue to Lee Road in the City of Cleveland Heights.

PART C

TRAFFIC CONTROL INVENTORY

ARE EXISTING SIGNS, MARKINGS AND TRAFFIC SIGNALS IN CONFORMANCE WITH THE OHIO MANUAL OF TRAFFIC CONTROL DEVICES (IF KNOWN)?: _____ IF NO, LIST DEFICIENCIES: _____

_____ ARE EXISTING SIGNALS INTERCONNECTED?: _____

NUMBER OF EXISTING: Full actuated signals: _____ Semi-actuated signals: _____

NUMBER OF PRETIMED SIGNALS AND AVERAGE SPACING: _____

EXISTING PARKING REGULATIONS: _____

PART D

FUNDING

	<u>COST ESTIMATE</u>	<u>PROPOSED FINANCING (\$ OR %)</u>				
		<u>LCNS TAX</u>	<u>MUNICIPAL</u>	<u>COUNTY</u>	<u>FEDERAL</u>	<u>OTHER</u>
<u>PRELIMINARY ENGR.</u>						
<u>RIGHT-OF-WAY</u>						
<u>CONSTRUCTION ENGR.</u>						
<u>ROADWAY & PAVEMENT</u>						
<u>STRUCTURES</u>						
<u>OTHER</u>						
<u>TOTALS</u>						

RECOMMENDED FINANCING: _____

PART E

MUNICIPAL ACTION

PROPOSED BY: _____ TITLE: City Manager DATE: _____

ACTION BY COUNCIL: _____ Resolution No. _____ DATE: _____

CERTIFIED BY: _____ DATE: _____

(Clerk of Council)

Proposed: 04/05/2021

RESOLUTION NO. 33-2021 (MS)

By Council Member

A Resolution authorizing an agreement with Ganley Ford, Inc., for the purchase of four 2021 Ford Utility Police Interceptors and related equipment for the Police Department; and declaring an emergency.

WHEREAS, the Chief of Police has determined there is a need to purchase four 2021 Ford Utility Police Interceptors and related vehicle upfitting equipment for the Police Department; and

WHEREAS, the selected vehicles are available through Ganley Ford, Inc. for Thirty-Two Thousand Ninety Dollars, (\$32,090.00) each, which is below the Ohio Department of Administrative Services Cooperative Purchasing Program price; and

WHEREAS, Section 171.02(bb) of the Cleveland Heights Codified Ordinances authorizes the purchase or lease of goods and services without obtaining competitive bids where the price for such goods or services is less than the price that would be obtained through the Ohio Department of Administrative Services Cooperative Purchasing Program; and

WHEREAS, the related vehicle upfitting equipment, which does not require competitive bidding under Section 171.02 of the Cleveland Heights Codified Ordinances because the total value is less than Fifty Thousand Dollars (\$50,000), is also available through Ganley Ford, Inc. at below market prices; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The City Manager be, and she is hereby, authorized to execute any and all agreements necessary for the purchase of four 2021 Ford Utility Police Interceptors, in accordance with the requirements set forth in Section 171.02(bb) of the Cleveland Heights Codified Ordinances. The purchase price for said vehicles shall not exceed the sum of One Hundred Twenty-Eight Thousand Three Hundred Sixty Dollars (\$128,360.00).

SECTION 2. The City Manager be, and she is hereby, further authorized to execute any and all agreements necessary for the purchase of the police vehicle upfitting related equipment. The purchase price for said equipment shall not exceed the sum of Twenty-Eight Thousand Seven Hundred Sixty-Six Dollars and Forty Cents (\$28,766.40).

SECTION 3. All agreements and related documents hereunder shall be approved as to form by the Director of Law.

SECTION 4. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general

RESOLUTION NO. 33-2021 (MS)

circulation in the City of Cleveland Heights.

SECTION 5. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to equip the Police Department with the referenced vehicle and equipment as soon as possible. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of Council

AMY HIMMELEIN
Clerk of Council

PASSED:

Proposed:

ORDINANCE NO. 34-2021 (PSH)

By Council Member Seren

An Ordinance enacting new Chapter 765 of the Cleveland Heights Codified Ordinances, pertaining to third-party food delivery services; establishing a limit on the commission that third parties can charge to restaurants located in the City of Cleveland Heights to 15% of the purchase price on delivery or pick-up orders while restaurants are unable to provide unrestricted dine-in service; prohibiting a reduction in compensation for delivery drivers as a result of this limit; and declaring an emergency.

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death, caused by the SARS-CoV-2 virus, a new strain of coronavirus not previously identified in humans that spreads easily from person to person through respiratory droplets; and

WHEREAS, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak of COVID-19 a public health emergency of international concern; and

WHEREAS, on January 31, 2020, Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19; and

WHEREAS, on March 9, 2020, Governor Mike DeWine signed an Executive Order declaring a State of Emergency for Ohio in relation to COVID-19; and

WHEREAS, effective March 15, 2020, the Governor and the Ohio Department of Health issued an order limiting restaurants to providing only carry-out service; and

WHEREAS, on March 16, 2020 this Council, through Resolution 022-2020, proclaimed an Emergency in Cleveland Heights based on the COVID-19 pandemic; and

WHEREAS on April 30, 2020, the Ohio Department of Health issued an Order allowing restaurant businesses to reopen but requiring compliance with social distancing and safety measures that reduce dine-in capacity; and

WHEREAS, during the COVID-19 pandemic it is critical that restaurants stay open because they are performing essential functions, along with grocery stores and other food services, providing the public with access to food, and the social distancing measures required to mitigate the spread of COVID-19 mean that delivery and take-out options from restaurants are critical to the public's access to food; and

ORDINANCE 34-2021 (PSH)

WHEREAS, the COVID-19 pandemic has had significant impact on the local economy impacting the restaurant, food service, and other related industries resulting in economic hardship due to loss of income, layoffs, and reduced work hours for a significant percentage of the workforce; and

WHEREAS, reducing dine-in capacity for restaurants places a severe financial strain on many restaurants, which already operate on slim margins, particularly those that are small, independently owned, or minority-owned, adding to pre-existing economic pressures in the industry; and

WHEREAS, many consumers are eager to support local restaurants and use third-party applications and websites to place orders with those restaurants, for take-out and delivery, and these orders may include commission fees of 30% or more of the purchase price; and

WHEREAS, many restaurants have limited bargaining power to negotiate lower commission fees with third-party platforms due to high demand and few alternatives for online order and delivery services and as a result, face dire financial circumstances during the pandemic as take-out and delivery are the main options for keeping their businesses in operation; and

WHEREAS, capping the commission fee charged by third-party delivery services at 15% of the purchase price on delivery or pick-up orders so long as restaurants are unable to provide unrestricted dine-in service will accomplish the legitimate public purpose of easing the financial burden on struggling restaurants during the public health emergency, while promoting the availability of prepared food via delivery service, and will not unduly burden third-party applications and websites.

BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio that:

SECTION 1. That the Codified Ordinances of Cleveland Heights, Ohio, are supplemented by enacting new Chapter 765, Third-party Food Delivery Services, as follows:

Chapter 765 Third-party Food Delivery Services

Section 765.01 Definitions

For purposes of this chapter, the following terms shall mean:

- (a) “Commission” means a fee paid to a third-party food delivery service for performing a transaction or a service.
- (b) “Eating and drinking establishment” means a restaurant, bar, tavern, cabaret, fast-food business, nightclub, pub, dining room, dinner theater, or similar use.
- (c) “Person” means an organization, corporation for profit or not for profit, partnership, limited partnership, joint venture, unincorporated association, estate, trust, or other commercial or legal entity.

ORDINANCE 34-2021 (PSH)

- (d) “Purchase price” means the menu price of an online order, minus any applicable coupon or promotional discount provided to the customer by the eating and drinking establishment. Such price excludes taxes, gratuities, and any other fees that make up the total cost to the consumer of an online order.
- (e) “Third-party food delivery service” means any person who is engaged in operating a website, mobile application, or other internet service business that offers or arranges for the sale and/or delivery of food and beverages prepared by eating and drinking establishments.

Section 765.02 Limit on Commissions

- (a) No third-party food delivery service shall charge an eating and drinking establishment a commission per online delivery or pick-up order for the use of its service that totals more than fifteen percent (15%) of the purchase price of the online order.
- (b) If a third-party food delivery service charges an eating and drinking establishment a commission that exceeds fifteen percent (15%) of the purchase price of a placed online order, the eating and drinking establishment shall provide written notice to the third-party food delivery service requesting a refund of the amount of commission paid in excess of the allowable fifteen percent (15%) within seven (7) business days. No third-party food delivery service shall fail to issue a refund within seven (7) business days of receipt of the notice.
- (c) An eating and drinking establishment may agree to pay a third-party food delivery service a fee that exceeds the limits established in Section 765.02 (a) and (b) to obtain optional products or services, including advertising, marketing, or access to customer subscription programs, in addition to delivery or pickup service.

Section 765.03 Compensation

No third-party food delivery service shall reduce the compensation rates paid to any delivery service driver or garnish gratuities paid to any driver as a result of the provisions in this chapter.

Section 765.04 Effective dates

This chapter shall be in effect only from the effective date of this ordinance until ninety (90) days after eating and drinking establishments are permitted to operate with no restrictions.

Section 765.05 Severability

The provisions of this chapter shall be deemed to be severable; and if any of its provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not impair any of the remaining provisions.

Section 765.99 Penalties

ORDINANCE 34-2021 (PSH)

(a) A third-party food delivery service that violates any provision of this chapter is guilty of a misdemeanor of the first degree.

(b) Strict liability is intended to be imposed as the culpable mental state for a violation of this chapter.

(c) In accordance with Section 501.11 of the Codified Ordinances of Cleveland Heights, Ohio, organizational criminal liability is intended to be imposed for violations of this chapter.

SECTION 2.

This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and welfare of the inhabitants of the City of Cleveland Heights, such emergency being the need to provide economic relief to restaurants in Cleveland Heights, which are providing an essential service to residents, at the earliest possible time. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of Council

AMY HIMMELEIN
Clerk of Council

Proposed: 03/15/2021

ORDINANCE NO. 25-2021 (AS), *Second Reading*

By Council Vice President Seren

An Ordinance amending various Sections of Chapter 749, “Fair Practices” of the Codified Ordinances of the City of Cleveland Heights to include Source of Income as a prohibited, discriminatory rationale for the purposes of fair housing practices.

WHEREAS, the proposed changes to Chapter 749 will increase housing access and stability in Cleveland Heights, and

WHEREAS, the economic effect of the COVID-19 pandemic has highlighted the need for increased rental and other financial assistance due to unemployment and underemployment, and

WHEREAS, the Council has determined that improving housing access and stability for people with a diversity of sources of income is in the best interest of the City, its residents, and the general goal of fair practices and the protection of civil rights.

BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. Section 749.03(n) of the Codified Ordinances of Cleveland Heights shall be, and is hereby, amended to read as follows:

(n) The terms 'Discriminate,' 'Discriminating,' or 'Discrimination,' mean any act, policy, or practice that, regardless of intent, has or had the effect of subjecting any individual to different treatment as a result of that individual's Age, race, color, religion, Sex, Familial Status, national origin, Disability, Sexual Orientation, or Gender Identity or Expression, Source of Income, or the nonconsensual dissemination of that individual's private sexual images, except as otherwise set forth in this Chapter, and except that Age may be the basis of different treatment concerning Housing Practices (see Section 749.07) and/or Education Practices (see Section 749.14).

SECTION 2. Section 749.03(ii) of the Codified Ordinances of Cleveland Heights shall be, and is hereby, amended to read as follows:

(ii) “Source of Income” means income derived from wages, social security, supplemental security income, all forms of federal, state or local assistance payments or subsidies, child support, spousal support, and publicly or privately provided assistance which can be verified and substantiated, including but not limited to housing vouchers, emergency rental assistance, disability benefits, and military or veterans benefits.

SECTION 3. Section 749.03 of the Codified Ordinances of Cleveland Heights shall be, and is hereby, amended to add subsection (jj) to read as follows:

(jj) "Unlawful Discriminatory Practice" means an act prohibited by this Chapter, and includes "Unlawful Discriminatory Housing Practices," "Unlawful Discriminatory Employment

Practices," "Unlawful Discriminatory Education Practices," and "Unlawful Discriminatory Public Accommodation Practices," as set forth in this Chapter.

SECTION 4. Section 749.07 of the Codified Ordinances of Cleveland Heights shall be, and is hereby, amended to read as follows:

749.07 UNLAWFUL DISCRIMINATORY HOUSING PRACTICES.

It shall be an Unlawful Discriminatory Housing Practice and a violation of this Chapter:

* * *

(c) For any Person or Real Estate Agent or Lending Institution, with respect to any prohibited act specified in this Chapter, to publish or circulate or cause to be published or circulated, any notice, statement, listing or advertisement, or to announce a policy or to make any record in connection with the prospective sale, lease, sublease, rental or financing of any Housing which indicates reliance, determination or decision based on race, color, religion, Sex, Familial Status, national origin, Disability, Sexual Orientation, ~~or~~ Gender Identity or Expression, or Source of Income.

(d) For any Person or Real Estate Agent or Lending Institution to assist in, compel, or coerce the doing of any act declared to be an Unlawful Discriminatory Housing Practice under this Chapter, or to obstruct or prevent enforcement or compliance with provisions of this Chapter, or to attempt directly or indirectly to commit any act declared by this Chapter to be an Unlawful Discriminatory Housing Practice.

(e) For any Person or Real Estate Agent or Lending Institution:

(1) To induce or attempt to induce the sale, transfer of interest, or listing for sale of any Housing by making representations regarding the existing or potential proximity of real property owned, used, or occupied by any individual of any particular race, color, religion, Sex, Familial Status, national origin, Disability, Sexual Orientation, ~~or~~ Gender Identity or Expression, or Source of Income by direct or indirect methods.

(2) To make any representation to a prospective purchaser or lessee that any Housing in a particular block, neighborhood or area may undergo, is undergoing, or has undergone a change with respect to the race, color, religion, Sex, Familial Status, national origin, Disability, Sexual Orientation, ~~or~~ Gender Identity or Expression, or Source of Income of the individuals that live in such a block, neighborhood, or area.

(3) To induce or attempt to induce the sale or listing for sale of any Housing by representing that the presence or anticipated presence of individuals of any particular race, color, religion, Sex, Familial Status, national origin, Disability, Sexual Orientation, ~~or~~ Gender Identity or Expression, or Source of Income in the area will or may result in:

A. The lowering of property values.

B. A change in the race, color, religion, Sex, Familial Status, national origin, Disability, Sexual Orientation, ~~or~~ Gender Identity or Expression, or Source of Income status of the individuals in the block, neighborhood, or area in which the property is located.

C. An increase in criminal or anti-social behavior in the area.

D. A decline in quality of the schools serving the area.

(f) For any Person or Real Estate Agent or Lending Institution to cause or attempt to cause or coerce retaliation against any individual because such individual has lawfully opposed any act or failure to act that is a violation of this Chapter or has, in good faith, filed a Complaint, testified, participated, or assisted in any way in any proceeding under this Chapter.

(g) To Discriminate against any individual by denying such individual access to or membership or participation in any multiple listing service, real estate brokers' organization or other service, organization or facility relating to the business of selling or Renting Housing, or Discriminate against an individual in the terms or conditions of such access, membership or participation.

(h) To do any other thing or engage in conduct which would otherwise make unavailable equal Housing opportunities.

(i) Nothing herein contained shall prohibit any Person subject to the terms of this Chapter from answering, in a truthful manner, any questions directed to him or her from any prospective purchaser or renter concerning the race, color, religion, Sex, Familial Status, national origin, Disability, ~~or~~ Sexual Orientation, or Source of Income of individuals then Renting or living on a given street or neighborhood.

SECTION 5. Section 749.08 of the Codified Ordinances of Cleveland Heights shall be, and is hereby, amended to read as follows:

749.08 POSTING OF HOUSING NOTICES.

All Real Estate Agents shall post, in a conspicuous location in a portion of their place of business identified as the reception room, main room, or that room normally used by them for negotiating the terms of a sale or lease of Housing, and all Persons who operate a Covered Multi-Family Dwelling shall post at all times in a conspicuous location in either the main entry area or in that portion of their Housing business normally used by them for negotiating the rental of a Housing unit therein, a notice which contains the following language, printed on a light-colored background, in not less than fourteen (14) point type:

It is a violation of the Fair Practices Law of the City of Cleveland Heights for any real estate agent, or for any person owning or managing a multi-unit apartment dwelling to:

(a) Deny housing to any person because of race, color, religion, sex, familial status, national origin, disability, sexual orientation, ~~or~~ gender identity or expression, or Source of Income.

(b) Discriminate against any person because of that person's race, color, religion, sex, familial status, national origin, disability, sexual orientation, ~~or~~ gender identity or expression, or Source of Income with respect to the terms, conditions, or privileges of housing accommodations or in the furnishing of facilities or services in connection therewith.

SECTION 6. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 7. This Ordinance shall take effect and be in force at the earliest time possible permitted by law.

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

Proposed:

RESOLUTION NO. 35-2021 (CRR)

By Council Member Russell

A Resolution in support of the Protecting the Right to Organize (PRO) Act, which provides a generational opportunity for the labor movement and serves as the cornerstone of the Workers First Agenda; and declaring an emergency.

WHEREAS, inequality has skyrocketed due to the failure of policymakers to pass pro-worker labor laws and properly administer the National Labor Relations Act of 1935, which failure has made it more difficult for workers to form unions;

WHEREAS, the PRO Act is the most significant worker empowerment legislation since the Great Depression, as it stands to give workers a free and fair choice on whether to form a union, ensure workers can reach a first contract quickly after a union is recognized, end employers' practice of punishing striking workers by hiring permanent replacements, and hold corporations accountable with real penalties for illegally retaliating against workers who organize; and

WHEREAS, the PRO Act will help make America's economy work for working people, and help raise stagnant wages that have increased only 9% from 1973 to 2013, while productivity has increased 74% over that same time period; and

WHEREAS, wage stagnation and runaway inequality of political, social, and economic power have undermined the public's faith in our democracy; and

WHEREAS, through the expansion of collective bargaining under the PRO Act, there will be increases in pay and protections for women, people of color, immigrants, and the LGBTQ community in areas where our non-discrimination laws are still falling short; and

WHEREAS, America must build back better with unions by making the PRO Act the law of the land, increasing worker power and rebuilding our economy fairly for all of us.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The City of Cleveland Heights hereby expresses its approval and support for the PRO Act. The PRO Act stands to greatly increase economic opportunity in America and empower workers through the promotion and expansion of collective bargaining.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to express support and approval of the foregoing at the earliest time possible. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

Memorandum

To: Susanna O'Neil Niermann, City Manager
From: Joseph P. McRae, Parks and Recreation Director
Subject: Forest Hill Park New Inclusive Playground Equipment Upgrade
Date: March 29, 2021

Requested Action:

Staff requests City Council approve the purchase of new inclusive playground equipment from Snider Recreation in the amount of \$187,056. This expense is for the design and installation of a new inclusive playground.

Funding Source:

This project was approved by City Council in 2020 as part of the 2021 Capital Improvement Plan in the amount of \$150,000. The City also acquired a Cuyahoga County Community Development Stabilization Grant in the amount of \$50,000 to help fund the project.

Background:

The existing Forest Hill Park playground structure was installed in the early 1990s. While the playground has served the community very well, it is beyond its useful life which creates a risk to public safety. Staff is no longer able to find replacement adequate parts for the play structures and often had to weld the mainframe to keep it stable.

On January 13, 2021, Park staff posted a Request for Proposal for the Forest Hill Park Inclusive Playground Project. Park staff received 12 proposals from 9 vendors for the project on February 17, 2021. After careful review and deliberation, staff found Snider Recreation to be the most qualified and responsive proposal.

To ensure that the final design reflected the input of the ADA community, staff worked with the occupational therapists and physical therapists staff at the CH-UH school district for appropriate review and feedback. This staff ensures that school facilities/playgrounds are inclusive of kids of mixed abilities. Staff and Snider Recreation design staff met with the CH-UH School District Exceptional Child Advocacy Parent Group in March 2021 to get valuable feedback and insight about the playground design. Both groups were supportive of the proposed design.

Pending City Council approval, this will be the first inclusive playground, which allows kids of all abilities to be able to play and enjoy the extensive playground features together, in the City of Cleveland Heights' parks system. The project aligns well with the City's All Are Welcome campaign, which highlights the diverse and inclusionary spirit that Cleveland Heights is known for.

Timeframe for Completion:

City staff will demolish and remove the existing Forest Hill playground equipment in May 2021. Staff will then prep the site for the installation of the new equipment. The new playground will go in the same spot as the existing playground. Staff has worked with the Forestry Division to ensure that trees are not harmed. The trees that were recently removed from the site were ash trees that were affected by the emerald ash borer invasive species. Forestry will plant new trees on site in the fall.

Snider Recreation will install the new playground equipment and wood fiber mulch. The City will then install a new ADA accessible path to the playground. The entire process will take approximately 3 weeks to complete.

The project is estimated to be completed in late May or early June depending on the delivery of the new playground equipment, which can take 6-8 weeks to arrive.

A community ribbon cutting will be scheduled once the installation plans are finalized.

Proposed: 04/05/2021

RESOLUTION NO. 36-2021 (CRR)

By Council Member

A Resolution authorizing the City Manager to enter into an agreement with Snider Recreation Inc., to design and install a new all-inclusive playground at Forest Hill Park; and declaring an emergency.

WHEREAS, on November 18, 2019, this Council, through Resolution No. 103-2019, authorized the City Manager to apply for grant funding under the Cuyahoga County Department of Development's Community Development Supplemental Grant program to construct an all-inclusive playground at Forest Hill Park; and

WHEREAS, through the City's application, the County awarded the City a grant of \$50,000 to use toward the construction of the Forest Hill Park playground; and

WHEREAS, on January 13, 2021, the City issued a Request for Proposals ("RFP") for Forest Hill Park to design and install a new playground with certain elements, with responses to be provided on February 17, 2021; and

WHEREAS, the City received 12 proposals in response to said RFP; and

WHEREAS, the proposals were evaluated based on the qualifications of the proposer; the quality of products and proposed playground design; the estimated price; the proposed timeframe for project completion; the proposer's experience working with community stakeholders; the proposed equipment warranty/maintenance; and the proposer's references; and

WHEREAS, the Director of Parks and Recreation and other City staff have identified the proposal submitted by Snider Recreation Inc. as the best and most responsive proposal under said criteria, and the City Manager agrees with this determination.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby authorizes the City Manager to enter into an agreement with Snider Recreation Inc. to design and install a new all-inclusive playground at Forest Hill Park and to execute any other documents related to or necessary for the project. The total amount of said agreement shall not exceed One Hundred Eighty-Seven Thousand Fifty-Six Dollars (\$187,056.00), Fifty Thousand Dollars (\$50,000.00) of which shall be used from funds awarded to the City via the Cuyahoga County Department of Development's Community Development Supplemental Grant. All agreements and related documents hereunder shall be approved as to form by the Director of Law.

RESOLUTION NO. 36-2021 (RCER)

SECTION 2. This Council hereby further authorizes the City Manager to take any and all action necessary to remove the existing playground at Forest Hill Park.

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 4. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to proceed with the referenced project at the earliest time possible so that the contractor may order, receive, and construct the necessary playground equipment in time for use during the summer season. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of Council

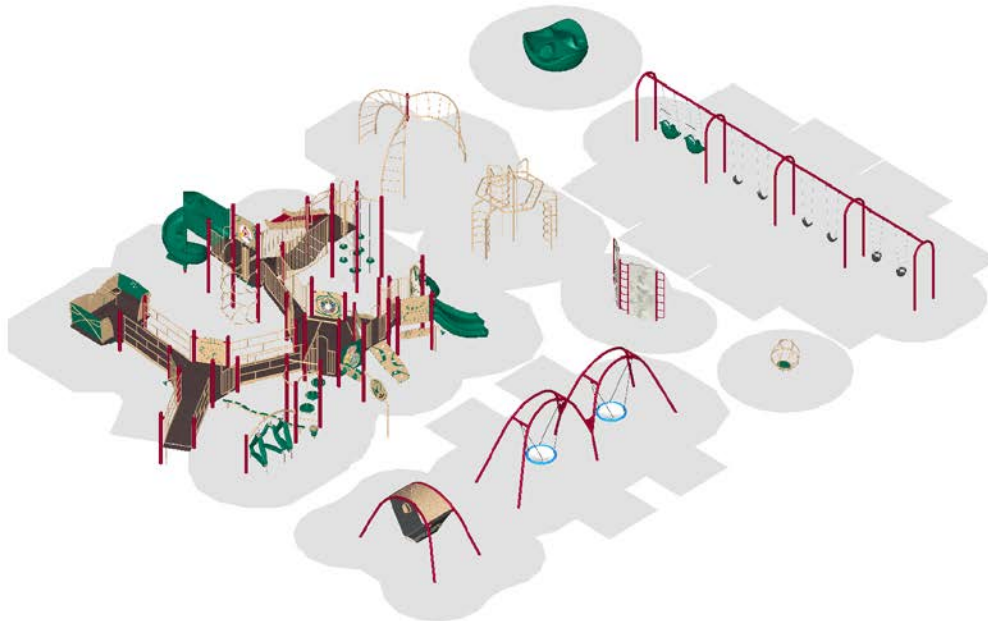
AMY HIMMELEIN
Clerk of Council

PASSED:

City of Cleveland Hts Forest Hill Park

Proposal # 127-136168-4
March 25, 2021

Presented by
Snider Recreation, Inc.



Design Summary

Snider Recreation, Inc. is very pleased to present this Proposal for consideration for the Forest Hill Park located in Cleveland Hts. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Cleveland Hts. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Forest Hill Park
- Project Number: 127-136168-4
- User Capacity: 301
- Age Groups: Ages 5-12 years
- Dimensions: 79' 3" x 99' 6"
- Designer Name: Pa Der Vang

Snider Recreation, Inc. has developed a custom playground configuration based on the requirements as they have been presented for the Forest Hill Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 127-136168-4 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Forest Hill Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

INFORMATION
MINIMUM FALL ZONE
SURFACED WITH
RESILIENT MATERIAL
AREA

6383 SQ.FT.

PERIMETER

874 FT.

STRUCTURE SIZE

79' 3" x 99' 6"

STRUCTURE IS DESIGNED
FOR CHILDREN AGES:

- ☐ 6-23 MONTH OLDS
☐ 2-5 YEAR OLDS
☒ 5-12 YEAR OLDS
☐ 13 + YEAR OLDS



Registered
to ISO 9001

Registered
to ISO 14001

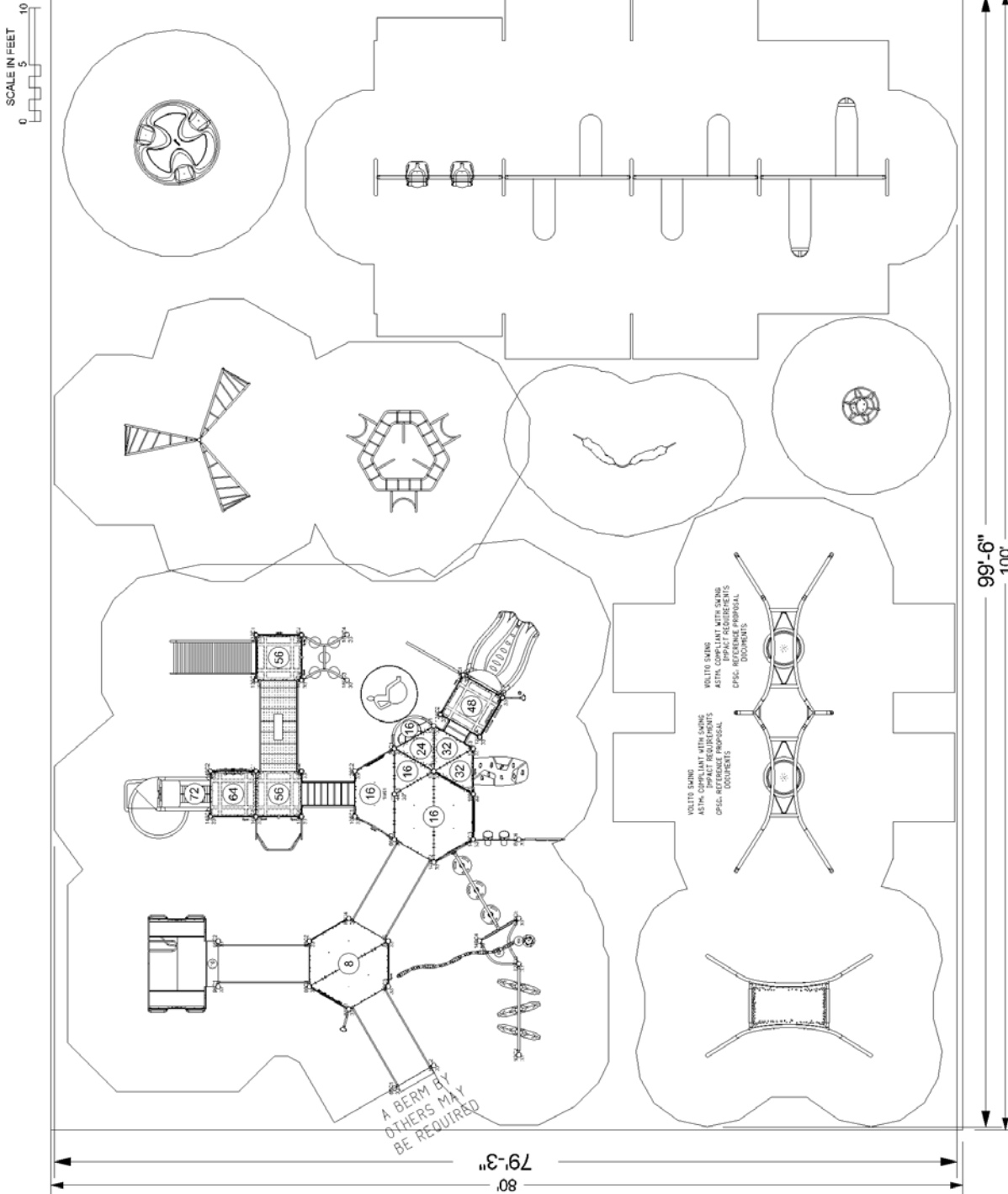


To verify product certification,
visit www.ipema.org

The play components identified
in this plan are IPEMA
certified. The use and layout of
these components conform to the
requirements of ASTM F1487.
To verify product certification,
visit www.ipema.org

The space requirements shown
here are to ASTM standards.
Requirements for other standards
may be different.

The use and layout of play
components identified in this plan
conform to the CPSC guidelines.
U.S. CPSC recommends the
separation of age groups in
playground layouts.



WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH
AND AROUND THIS EQUIPMENT.
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for
Public Playground Safety.
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	47
NUMBER OF ELEVATED PLAY EVENTS:	19
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 6
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 19
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	PROVIDED: 28
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 11
RECD: 0	
RECD: 10	
RECD: 6	
RECD: 3	

Burke

SERIES: Basics, Fitness, Intensity, Nucleus

SITE PLAN

DRAWN BY: Pa Der Vang

Forest Hill Park

40 Severance Circle

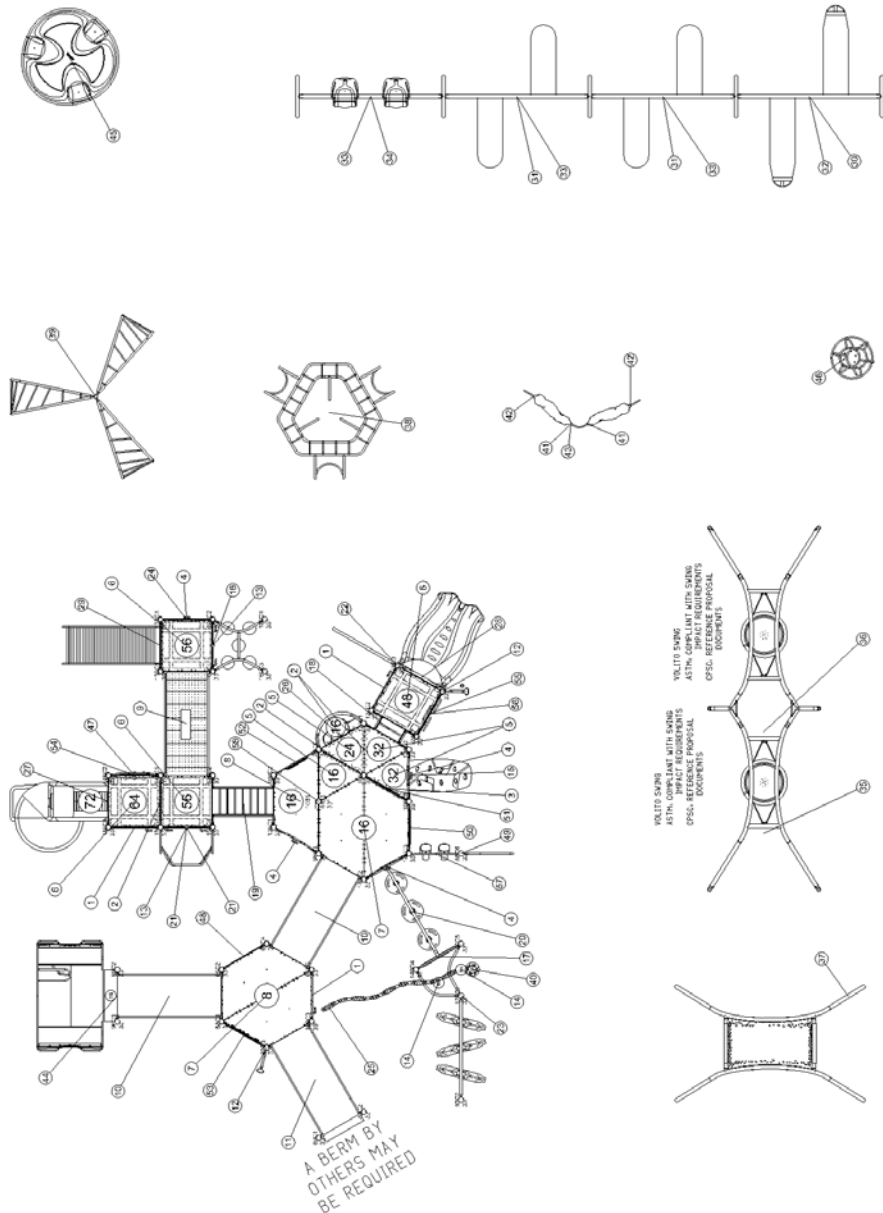
Cleveland Hts, OH 44118

March 25, 2021

Snider Recreation, Inc.

127-136168-4

ITEM	COMP.	DESCRIPTION
1	270-0001	OFFSET ENCLOSURE
2	270-0009	8" CLOSURE PLATE, ELLIPSE
3	270-0010	16" CLOSURE PLATE, ELLIPSE
4	270-0112	UNITARY ENCLOSURE
5	270-0129	TRIANGLE PLATFORM
6	270-0130	SQUARE PLATFORM
7	270-0131	HEXAGONAL PLATFORM S5P
8	270-0132	HALF HEXAGON PLATFORM
9	270-0189	LONG BUCKLE BRIDGE W/BARRI
10	270-0221	8" RISE RAMP W/ GUARDRAILS
11	270-0223	8" RISE ENTRANCE RAMP W/ GL
12	270-0283	FUN PHONE GRND - GRND
13	270-0286	CENTER MOUNT ENCLOSURE
14	370-0001	AGILITY ARC
15	370-0042	ASCEND ROCK CLIMBER, 32" 40"
16	370-0153	POSTEP CLIMBER 48"-56"
17	370-0247	END RUNGS
18	370-0486	16" TRANSITION STAIR W/BARRI
19	370-0469	40" TRANSITION STAIR W/BARRI
20	370-0572	TRIPLE SKY PODS 16"-40"
21	370-0763	ODYSSEY DECK LINK
22	370-0810	POWER PEAK W/ PANELS
23	370-0835	TRIGON ARCH, GL
24	370-0863	TREE BRANCH CLIMBER 56"
25	370-1604	BALANCE CHALLENGE
26	470-0075	CRESCENT PLATFORM
27	470-0378	SPIRAL SLIDE 64"
28	470-0755	LUGE SLIDE 48"-56"
29	470-0756	ROLLER SLIDE 48"-56"
30	550-0100	TOT SEAT, 7' & 8' PAIR, STD CH
31	550-0112	BELT SEAT, 8' PAIR, STD CHAIN
32	550-0158	3 1/2" OD ARCH SWING
33	550-0159	3 1/2" OD ARCH SWING ADD-ON
34	550-0175	FREEDOM SWING SEAT, PAIR, 8'
35	550-0186	VOLUTO
36	550-0187	VOLUTO ADD-ON BAY
37	550-9118	BRAVA UNIVERSAL SWING
38	560-0032	RALLY ROUND
39	560-0451	TRIPLE TWIST N' TURN CLIMBER
40	560-0453	STEP SPOT POD 8-16"
41	560-0541	ROCKIT OFFSET PANEL
42	560-0545	ROCKIT END LADDER
43	560-0546	ROCKIT CURVED LADDER
44	560-0563	CRUISER WITH ADAPTER
45	560-2579	VOLTA INCLUSIVE SPINNER
46	560-2586	COMET I
47	570-0784	TIC TAC TOE PANEL ASSEMBLY
48	570-0811	BRILLE PANEL
49	570-0860	3-IN-A-ROW RING PANEL
50	570-1679	SPIROCKET PANEL, ABOVE PLAT
51	570-1851	CHIMES PANEL
52	570-1859	MEMORY REACTIONS PANEL, A
53	570-1862	COG WHEEL PANEL
54	570-1864	GEAR PANEL
55	570-2558	SPIRAL SPINNER ACCESSIBLE R
56	570-2666	CAR PANEL
57	570-2670	DRUM ACCESSIBLE REACH PAN
58	670-0425	5" OD STUBBY POST CAP



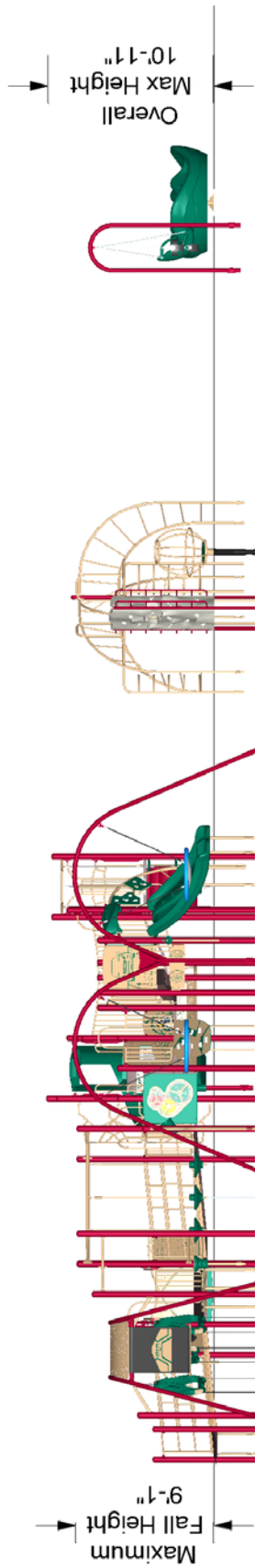
Burke

SERIES: Basics, Fitness, Intensity, Nucleus
 COMPONENT PLAN
 DRAWN BY: Pa Der Vang

Forest Hill Park
 40 Severance Circle
 Cleveland Hts, OH 44118

March 25, 2021

Snider Recreation, Inc.
 127-136168-4



The protective surfacing for this design must accommodate the critical fall height.



March 25, 2021

SERIES: Basics, Fitness, Intensity, Nucleus

ELEVATION PLAN

DRAWN BY: Pa Der Vang

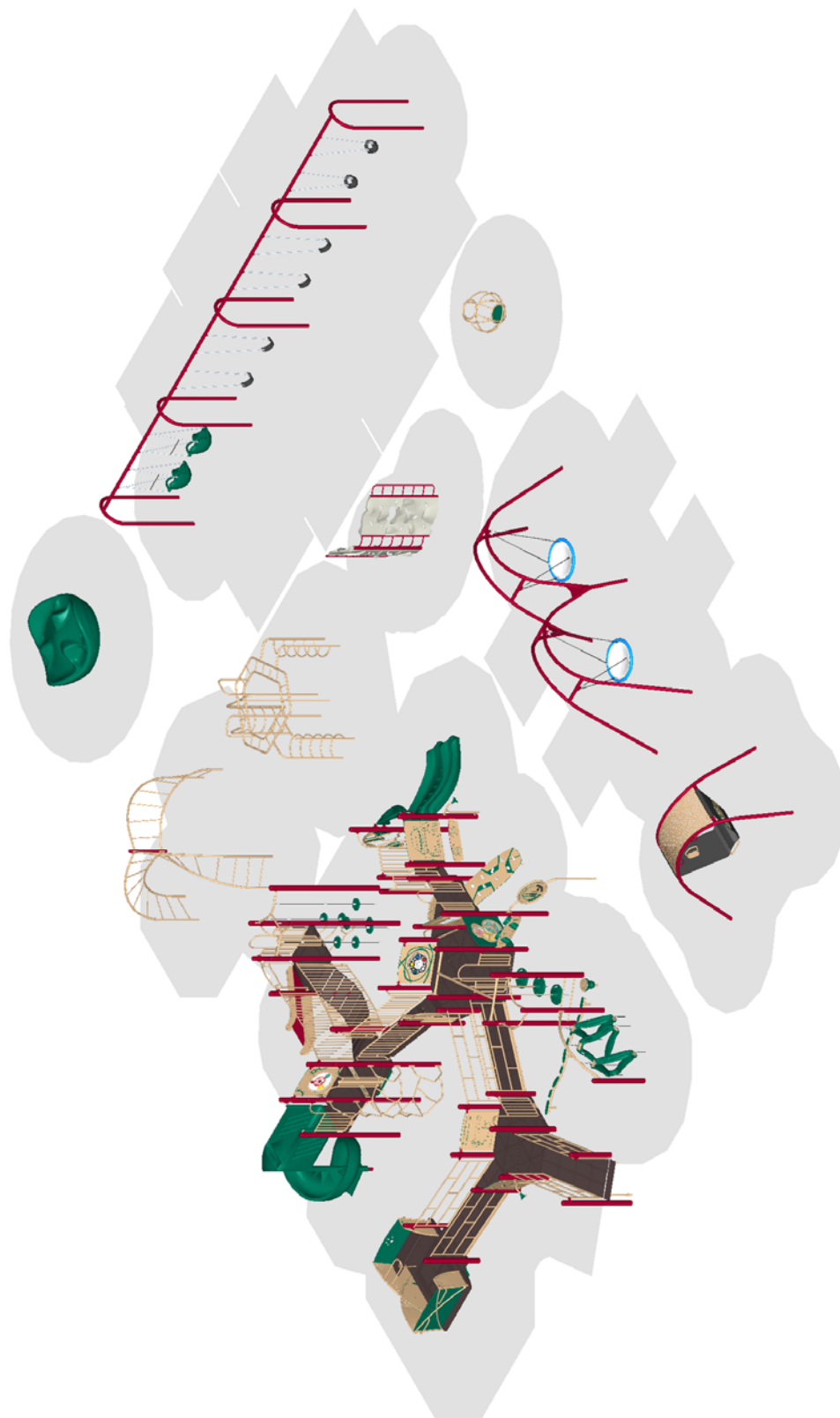
Forest Hill Park

40 Severance Circle

Cleveland Hts, OH 44118

Snider Recreation, Inc.

127-136168-4



Burke

March 25, 2021

SERIES: Basics, Fitness, Intensity, Nucleus

Forest Hill Park

Snider Recreation, Inc.

ISOMETRIC PLAN

40 Severance Circle

127-136168-4

DRAWN BY: Pa Der Vang

Cleveland Hts, OH 44118

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

Proposal Prepared for:

Owner
City of Cleveland Hts
40 Severance Circle
Cleveland Hts, OH 44118
Phone:

Project Location:

Forest Hill Park
40 Severance Circle
Cleveland Hts, OH 44118

Proposal Prepared by:

Snider Recreation, Inc.
10139 Royalton Road Suite K
North Royalton, OH 44133
Phone: 440-877-9151
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info@cvsnyder.com

Jeff Snider
Phone: 440-877-9151
Fax: 440-877-9159
jeffsnider@cvsnyder.com

Component No. Weight	Description	Qty	User Cap	Ext. User Cap	Weight	Ext.
Burke Basics						
550-0100	TOT SEAT, 7' & 8' PAIR, STD ...	1	2	2	23	23
550-0112	BELT SEAT, 8' PAIR, STD CHAIN	2	2	4	20	40
550-0158	3 1/2" OD ARCH SWING	1	0	0	264	264
550-0159	3 1/2" OD ARCH SWING ADD-ON	3	0	0	160	480
550-0175	FREEDOM SWING SEAT, PAIR, 8' ...	1	2	2	76	76
550-0186	VOLITO	1	4	4	413	413
550-0187	VOLITO ADD-ON BAY	1	4	4	311	311
550-9118	BRAVA UNIVERSAL SWING	1	6	6	530	530
560-0032	RALLY ROUND	1	18	18	410	410
560-0451	TRIPLE TWIST N' TURN CLIMBER	1	18	18	235	235
560-0453	STEP SPOT POD 8-16"	1	1	1	19	19
560-0563	CRUISER WITH ADAPTER	1	12	12	1,222	1,222
560-2579	VOLTA INCLUSIVE SPINNER	1	9	9	475	475
560-2586	COMET I	1	6	6	154	154
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2
Fitness						
370-1604	BALANCE CHALLENGE	1	2	2	76	76
Intensity						
370-0001	AGILITY ARC	2	1	2	11	22
370-0835	TRIGON ARCH, GL	1	9	9	151	151
570-0860	3-IN-A-ROW RING PANEL	1	4	4	54	54
Nucleus						
072-0500-108C	5" OD X 108" CAPPED POST	5	0	0	57	285
072-0500-124C	5" OD X 124" CAPPED POST	5	0	0	65	325
072-0500-128C	5" OD X 128" CAPPED POST	1	0	0	67	67
072-0500-132C	5" OD X 132" CAPPED POST	1	0	0	69	69
072-0500-136C	5" OD X 136" CAPPED POST	2	0	0	71	142
072-0500-140C	5" OD X 140" CAPPED POST	5	0	0	74	370
072-0500-148C	5" OD X 148" CAPPED POST	3	0	0	78	234
072-0500-156C	5" OD X 156" CAPPED POST	1	0	0	82	82
072-0500-160C	5" OD X 160" CAPPED POST	4	0	0	84	336
072-0500-164C	5" OD X 164" CAPPED POST	1	0	0	86	86
072-0500-80C	5" OD X 80" CAPPED POST	2	0	0	42	84
072-0500-88C	5" OD X 88" CAPPED POST	6	0	0	46	276
072-0500-92C	5" OD X 92" CAPPED POST	2	0	0	48	96
072-0500-96C	5" OD X 96" CAPPED POST	3	0	0	51	153
072-0502-44S	5" OD X 44" SWAGED POST	1	0	0	23	23

072-0504-10B	5" OD X 10" STUBBY POST	1	0	0	6	6
270-0001	OFFSET ENCLOSURE	3	0	0	30	90
270-0009	8" CLOSURE PLATE, ELLIPSE	4	0	0	8	32
270-0010	16" CLOSURE PLATE, ELLIPSE	1	0	0	18	18
270-0112	UNITARY ENCLOSURE	4	0	0	34	136
270-0129	TRIANGLE PLATFORM	4	2	8	48	192
270-0130	SQUARE PLATFORM	4	6	24	106	424
270-0131	HEXAGONAL PLATFORM S5P	2	12	24	287	574
270-0132	HALF HEXAGON PLATFORM	1	6	6	144	144
270-0189	LONG BUCKLE BRIDGE W/BARRIERS	1	10	10	469	469
270-0221	8" RISE RAMP W/ GUARDRAILS	2	10	20	356	712
270-0223	8" RISE ENTRANCE RAMP W/ GUAR...	1	10	10	377	377
270-0263	FUN PHONE GRND - GRND	1	2	2	36	36
270-0266	CENTER MOUNT ENCLOSURE	2	0	0	43	86
370-0042	ASCEND ROCK CLIMBER, 32"-40"	1	2	2	100	100
370-0153	PODSTEP CLIMBER 48-56"	1	8	8	131	131
370-0247	END RUNGS	1	1	1	10	10
370-0466	16" TRANSITION STAIR W/BARRIE...	1	1	1	109	109
370-0469	40" TRANSITION STAIR W/BARRIE...	1	4	4	279	279
370-0572	TRIPLE SKY PODS 16"-40"	1	5	5	187	187
370-0763	ODYSSEY DECK LINK	2	4	8	40	80
370-0810	POWER PEAK W/ PANELS	1	8	8	87	87
370-0863	TREE BRANCH CLIMBER 56"	1	2	2	25	25
470-0075	CRESCENT PLATFORM	1	1	1	52	52
470-0378	SPIRAL SLIDE 64"	1	3	3	543	543
470-0755	LUGE SLIDE, 48"-56"	1	4	4	198	198
470-0756	ROLLER SLIDE 48"-56"	1	3	3	721	721
570-0784	TIC TAC TOE PANEL ASSEMBLY, GL	1	4	4	58	58
570-0811	BRAILLE PANEL	1	4	4	55	55
570-1679	SPROCKET PANEL, ABOVE PLATFORM	1	2	2	64	64
570-1851	CHIMES PANEL	1	4	4	56	56
570-1859	MEMORY REACTIONS PANEL, ABOVE...	1	2	2	66	66
570-1862	COG WHEEL PANEL	1	2	2	63	63
570-1864	GEAR PANEL	1	4	4	50	50
570-2558	SPIRAL SPINNER ACCESSIBLE REA...	1	4	4	23	23
570-2666	CAR PANEL	1	2	2	53	53
570-2670	DRUM ACCESSIBLE REACH PANEL	1	2	2	23	23
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5
670-0425	5" OD STUBBY POST CAP	1	0	0	1	1

RockIt

560-0541	ROCKIT OFFSET PANEL	2	4	8	83	166
560-0545	ROCKIT END LADDER	2	2	4	35	70
560-0546	ROCKIT CURVED LADDER	1	2	2	59	59

Total User Capacity: 301

Total Weight: 14,225 lbs.

Selected Color List

Color Group	Color	
<i>Phase 1</i>		
Platform	Brown	
Accessory	Tan	
Kore Konnect	Burgundy	
2 Color Extruded/Flat (outer)	Tan	
2 Color Extruded/Flat (inner)	Green	
Drums	Green	
Rotomolded	Green	
1 Color Extruded/Flat	Green	
Sprocket Main Panel & Cruiser Seat Backs	Green	Green
Sprocket Overlay & Cruiser Side Panels	Tan	
Post	Burgundy	
<i>Phase 2</i>		
Contemporary Swing Fittings	Burgundy	
Accessory	Tan	
1 Color Extruded/Flat	Green	
2 Color Extruded/Flat (outer)	Tan	
2 Color Extruded/Flat (inner)	Green	
Post	Burgundy	
Rotomolded	Green	
Platform	Brown	
<i>Phase 3</i>		
Post	Burgundy	
RockIt	Sandstone	

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products. In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL x® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marings, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather, immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-9070.

01/2021

BCIBURKE.COM

Burke

800.266.1250

Proposed: 04/05/2021

RESOLUTION NO. 37-2021 (CRR)

By Council Member

A Resolution joining with HUD and other communities throughout the nation in the observation of April as *Fair Housing Month*; reaffirming the City of Cleveland Heights' commitment to open housing; and declaring an emergency.

WHEREAS, in celebration of the 53rd anniversary of the Federal Fair Housing Law, the United States Department of Housing and Urban Development ("HUD") has promoted the observance of April as "Fair Housing Month" throughout the communities of this nation; and

WHEREAS, this City, since the year 1965, has continually and consistently approved and encouraged the concept of fair housing throughout the City of Cleveland Heights and the entire Cleveland metropolitan area; and

WHEREAS, 45 years ago, in 1976, this Council committed itself to a Resolution establishing the Nine-Point Plan to promote a well-maintained, full-service residential community, to prevent re-segregation and to develop programs with residents, community organizations, the Board of Education, the business community, and other institutions to implement this Plan; and

WHEREAS, since that time, the City of Cleveland Heights has created and operated programs to continue integration and to educate and persuade residents and non-residents of the benefits of integrated neighborhoods in this City and others across the country.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby proclaims April 2021 to be *Fair Housing Month* in the City of Cleveland Heights. The City joins with the United States Department of Housing and Urban Development and other communities nationwide in the observation of *Fair Housing Month* and hereby reaffirms its commitment established over 50 years ago to fair housing in Cleveland Heights and throughout the Greater Cleveland area and the nation.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

RESOLUTION NO. 37-2021 (CRR)

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to recognize *Fair Housing Month* on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

Proposed: 04/05/2021

RESOLUTION NO. 38-2021 (CRR)

By Council Member

A Resolution proclaiming April 2021 to be *Autism Awareness Month* and April 2, 2021 to be *World Autism Awareness Day*; and declaring an emergency.

WHEREAS, autism, the fastest growing developmental disability in the United States, affecting more than three million (3,000,000) people, is an urgent public health crisis that demands a national response; and

WHEREAS, in recognition of the growing needs of the worldwide autistic community and to raise awareness about autism spectrum disorders and the need to provide services to individuals and families who are affected, the United Nations has sanctioned April 2nd as *World Autism Awareness Day*; and

WHEREAS, Autism Speaks, an organization dedicated to enhancing lives today and accelerating a spectrum of solutions for tomorrow, promotes the awareness of autism worldwide; and

WHEREAS, in light of the growing impact of autism spectrum disorders and the need for greater awareness, Autism Speaks holds its “Light It Up Blue!” campaign on *World Autism Awareness Day*, designed to increase awareness about autism by asking participating organizations to turn their lights blue; and

WHEREAS, the City of Cleveland Heights is honored to take part in the annual observance of *Autism Awareness Month* and *World Autism Awareness Day* in the hopes that it will lead to a better understanding of the disorder.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby proclaims the month of April 2021 to be *Autism Awareness Month* in the City of Cleveland Heights and further proclaims April 2, 2021 to be *World Autism Day*, to raise public awareness of autism and the myriad of issues surrounding autism, as well as to increase knowledge of the programs that have been and are being developed to support individuals with autism and their families.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City

RESOLUTION NO. 38-2021 (CRR)

of Cleveland Heights, such emergency being the need to recognize *Autism Awareness Month* and *World Autism Day* on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

Proposed: 04/05/2021

RESOLUTION NO. 39-2021 (PD)

By Council Member

A Resolution proclaiming April 5-9, 2021 to be *National Community Development Week*; and declaring an emergency.

WHEREAS, the City of Cleveland Heights is a participant in the Community Development Block Grant (“CDBG”) program, of which the main purpose is to provide decent, safe, and sanitary housing, a suitable living environment, and economic opportunities to low- and moderate-income people; and

WHEREAS, 2021 marks the 47th anniversary of the CDBG program, which was enacted into law as part of the Housing and Community Development Act of 1974; and

WHEREAS, the City of Cleveland Heights is also a participant in the HOME Investment Partnerships (“HOME”) program which provides funding to local communities to create decent, safe, and affordable housing opportunities for low-income persons; and

WHEREAS, the City of Cleveland Heights is a partner with the Cuyahoga County Board of Health in the HUD-funded Lead Hazard Control program, which provides funding for the removal of lead based paint hazards in low to moderate income homes; and

WHEREAS, this Council recognizes that the CDBG, HOME, and Lead Hazard Control programs are a partnership of federal, state, and local governments, businesses, non-profits, community organizations, and residents, and that the services funded by the US Department of Housing and Urban Development, which are administered by the local governments and often delivered by non-profit organizations, rely heavily on the dedication and good will of our combined efforts; and

WHEREAS, in light of the current federal administration’s threat to eliminate the CDBG program in its entirety, public recognition of the vital importance of the CDBG program to national communities like Cleveland Heights is essential.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby proclaims April 5-9, 2021 to be *National Community Development Week* in the City of Cleveland Heights and resolves that during this week this community will give special thanks and recognition to all participants whose hard work and devotion to their neighborhoods and their low- and moderate-income residents help ensure the quality and effectiveness of the Community Development Block Grant, HOME Investment Partnerships program, and Lead Hazard Control program.

RESOLUTION NO. 39-2021 (PD)

SECTION 2. The City of Cleveland Heights, along with its service providers and other community residents, hereby petitions the United States Congress to recognize the outstanding work being done locally and nationally by the Community Development Block Grant, HOME and Lead Hazard Control programs and their vital importance to the nation's communities and to their low- and moderate-income residents. The Clerk of Council is hereby directed to send a copy of this Resolution to Senator Sherrod Brown, Senator Robert Portman and U.S. Representative Marcia Fudge.

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 4. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for *National Community Development Week* to be recognized on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

Proposed: 04/05/2021

RESOLUTION NO. 40-2021 (CRR)

By Council Member

A Resolution proclaiming April 4-10, 2021 to be *National Library Week*; and declaring an emergency.

WHEREAS, the Cleveland Heights-University Heights Public Library has been serving our community in myriad ways since 1916; and

WHEREAS, said library leads the nation as a five-star library because of its excellent staff, services, and facilities; and

WHEREAS, our library serves as a great equalizer of knowledge by providing free access to all; and

WHEREAS, our library works to meet the changing needs of our citizens, including building collections, expanding outreach services, and increasing programming; and

WHEREAS, our library provides a forum for diverse ideas and points of view that help us better understand each other and ourselves; and

WHEREAS, our librarians are trained professionals, helping people of all ages and backgrounds find and interpret the information they need to live, learn, and work; and

WHEREAS, our librarians design and offer programs to meet the community's economic needs, providing residents with resume writing classes, interviewing workshops, and job-seeking resources; and

WHEREAS, our libraries are places for education, opportunity, and lifelong learning; and

WHEREAS, libraries, librarians, library workers, and supporters across America are celebrating *National Library Week*.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby proclaims April 4-10, 2021 to be *National Library Week* in the City of Cleveland Heights and urges all residents to visit the library during this week to take advantage of the wonderful resources available at the library. This Council further notes that celebrations during National Library Week include:

RESOLUTION NO. 40-2020 (CRR)

•*National Library Workers Day*, Tuesday of National Library Week (April 6, 2021), a day for library staff, users, administrators and friends groups to recognize the valuable contributions made by all library workers; and

•*National Bookmobile Day*, Wednesday of National Library Week (April 7, 2021), a day to recognize the contributions of our nation's bookmobiles and the dedicated professionals who make quality bookmobile outreach possible in their communities.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to recognize *National Library Week* on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

Proposed: 04/05/2021

RESOLUTION NO. 41-2021 (CRR)

By Council Member

A Resolution proclaiming April 2021 to be *National Poetry Month*; and declaring an emergency.

WHEREAS, the Academy of American Poets established the month of April as *National Poetry Month* in 1996; and

WHEREAS, *National Poetry Month* seeks to highlight the extraordinary legacy and ongoing achievement of American poets, introduce Americans to the pleasures and benefits of reading poetry, bring poets and poetry to the public in immediate and innovative ways, and make poetry an important part of our children's education; and

WHEREAS, *National Poetry Month*, under the leadership and direction of the Academy of American Poets, is now the largest literary celebration in the world; and

WHEREAS, poetry enhances and enriches the lives of all Americans; and

WHEREAS, poetry, as an essential part of the arts and humanities, affects every aspect of life in America today, including education, the economy, and community pride and development; and

WHEREAS, poetry has produced some of the nation's leading creative artists and has inspired other artists in fields such as music, theatre, film, dance, and the visual arts; and

WHEREAS, the City of Cleveland Heights is home to the Arts; and

WHEREAS, this Council recognizes the benefits of poetry and has recognized the Poet Laureate selected by Heights Arts since the program began in 2006.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby proclaims April 2021 to be *National Poetry Month* in the City of Cleveland Heights and urges all residents to observe this month, to celebrate the cultural riches our community has to offer, and to recognize the important role of poetry in creating and sustaining this great city with appropriate ceremonies, activities, and programs.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

RESOLUTION NO. 41-2021 (CRR)

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to recognize *National Poetry Month* on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

Proposed:

RESOLUTION NO. 42-2021 (MS)

By Council Member

A Resolution authorizing the City Manager to enter into an agreement with Best Equipment Company, Inc., for the acquisition of a Peterson Model TL-3 Lightning Loader mounted on a Freightliner M-2 Chassis for the Department of Public Works; providing compensation therefor; and declaring an emergency.

WHEREAS, in order to meet operational needs, it is necessary to purchase a Peterson Model TL-3 Lightning Loader mounted on a Freightliner M-2 Chassis for the Department of Public Works; and

WHEREAS, Section 171.12 of the Cleveland Heights Codified Ordinances authorizes the purchase of machinery, materials, supplies, and other articles through the cooperative purchasing program formerly known as the National Joint Powers Alliance, now known as the Sourcewell Cooperative Purchasing Program, without obtaining competitive bids; and

WHEREAS, the City Manager has determined that the selected equipment may be purchased through this Cooperative Purchasing Program at a lower price than could be obtained through bidding, and that it would be in the City's best interests to purchase said equipment by this means.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The City Manager be, and she is hereby, authorized to execute any and all agreements necessary for the purchase of a Peterson Model TL-3 Lightning Loader mounted on a Freightliner M-2 Chassis, through the Sourcewell Cooperative Purchasing Program, pursuant to Section 171.12 of the Cleveland Heights Codified Ordinances. The purchase price for said equipment shall not exceed the sum of One Hundred Forty-Eight Thousand Two Hundred Fifteen Dollars (\$148,215.00). All contracts hereunder shall be approved as to form by the Director of Law.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

RESOLUTION NO. 42-2021 (MS)

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet vendor deadline and equip the Department of Public Works with the referenced lightning loader as soon as possible. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of Council

AMY HIMMELEIN
Clerk of Council

PASSED:



SALES | SERVICE | PARTS

**EXPERTS IN MUNICIPAL AND CONTRACTOR
ENVIRONMENTAL SOLUTIONS SINCE 1917**

Prepared On	Valid Through	Payment Terms	FOB
February 24, 2021	60 Days	Standard	Cleveland Heights, OH

Prepared Especially For:	Prepared By:
Joe Kickel City of Cleveland Heights, Ohio jkickel@clvhts.com	Joe Aquilino Best Equipment Company, Inc. joeaquilino@bestequipmentco.com

Item	Quantity	Unit Price	Subtotal
New Petersen Lightening Loader; Model TL-3, Mounted on Freightliner M-2 Cab & Chassis Standard 18 ft. x 24 cubic yard Body Dual Controls Heavy duty swing motor Outrigger strobe Boom-up warning light/audible alarm Control box throttle engine kill and horn Tandem pump in lieu of single Self-winding body load covering Barn doors for body LED type body lights LED flash; amber LED flashers in rear corner post Work lights-set of 2, curbside upper body Body color black	1	\$154,910.00	\$154,910.00

Subtotal	\$154,910.00
Additional Demo Discount:	-\$6,695.00
Total	\$148,215.00

NOTES

Pricing Includes all Sourcewell (previously NJPA). Discounts
 Sourcewell (previously NJPA), Contract Number# 041217-P11
 City of Cleveland Heights, Ohio is Tax Exempt
 Delivery: 7-10 Days after receipt of City's P.O.

Terms and Conditions: For new equipment sales, their standard manufacturer warranty apply, additional information available upon request. Used Equipment is sold as is, where is, with no warranty stated or implied. If any tax figures are included, they are deemed reliable but not guaranteed. Exact taxes will be calculated at the time of invoice. Copy of trade title, if applicable, is due at time of the agreement, original due at delivery. Contractors are COD. This agreement is binding. By signing, you agree that you are authorized to enter into this contract. Delivery dates are estimations. Best Equipment Company is not financially responsible for lost time, revenue, or any other losses. Liability of the goods/equipment in this sales quote transfers to the buyer, once the equipment is unloaded /delivered to the buyer, as acknowledged by the signature of this sales quote.

Pre-Delivery Inspection, Operational & Mechanical Training Included

Full Warranties on Cab, Chassis & Body

In Stock Unit Available (first come, first serve basis)

Terms and Conditions: For new equipment sales, their standard manufacturer warranty apply, additional information available upon request. Used Equipment is sold as is, where is, with no warranty stated or implied. If any tax figures are included, they are deemed reliable but not guaranteed. Exact taxes will be calculated at the time of invoice. Copy of trade title, if applicable, is due at time of the agreement, original due at delivery. Contractors are COD. This agreement is binding. By signing, you agree that you are authorized to enter into this contract. Delivery dates are estimations. Best Equipment Company is not financially responsible for lost time, revenue, or any other losses. Liability of the goods/equipment in this sales quote transfers to the buyer, once the equipment is unloaded /delivered to the buyer, as acknowledged by the signature of this sales quote.



WE BUILD LEGENDS.

TL-3 LIGHTNING LOADER®



LIGHTNING LOADER® AN AMERICAN LEGEND

The Lightning Loader® is the most envied, most desired, and most imitated grapple truck in the industry. We manufacture 95% of each unit in-house to guarantee quality. Each Lightning Loader® is built to provide maximum strength, durability, and reliability, so you can get the job done fast and free of headaches.

BUILT BY THE BEST



At Petersen Industries, we're serious about being "Made in America." We've lived and breathed knucklebooms for over 60 years, in Lake Wales, Florida. When it was time to build a new facility, we moved down the street – not overseas.

From buckets to cylinders, we manufacture and install 95% of all components in-house. We're proud of our product and the people who build it. Your Petersen Industries Lightning Loader® is built by highly trained American workers, with quality American parts.

PI TL-3 LIGHTNING LOADER®

American born. American made. Efficient, dependable one-man operations for secure solid waste removal. Revolutionizing grapple trucks since 1957 and home to the original, industry-defining Lightning Loader®.



BOOM-UP ALARM

Notifies the operator when the boom is over legal travel height with an audible buzzer and red light. The boom-up alarm has been a standard safety feature on our equipment for over a decade.

MINIMAL HOSE EXPOSURE

Slack hoses can snag on debris and obstructions. That's why we designed our "enclosed hose recoil system" and a bucket with no hoses below the rotator.

SINGLE CYLINDER BUCKET

A large cylinder and manifold block keep hoses out of work areas, allows for a stronger bite force, and ensures that both sides always work together.

SCISSOR HOIST

The most stable hoist available for this application. Lifts 23 tons and is power up and down.

GREASELESS PROPORTIONAL CONTROLS

Whether you choose our standard lever controls or our patented QUADSTICK® (shown on back); know that they are the most durable & easiest to operate.

H-STYLE OUTRIGGERS

Horizontal and vertical outriggers act independently of each other. Allows the operator to custom place around obstructions and traffic patterns.

WHEELBASE

We specifically design our units to have the best turning radius and keep a comfortable operator platform.

HEAD & PEDESTAL ASSEMBLY

Our Head design is unique for the industry. We started with the kingpost and rotator design 50 years ago and have stuck with it because of: *reliability, ease of maintenance, and simplicity.*



HEAD

This heavy duty piece of American ingenuity is stress relieved prior to installation.



LOCK-COLLAR

Simply and effectively prevents vertical movement of the king post.



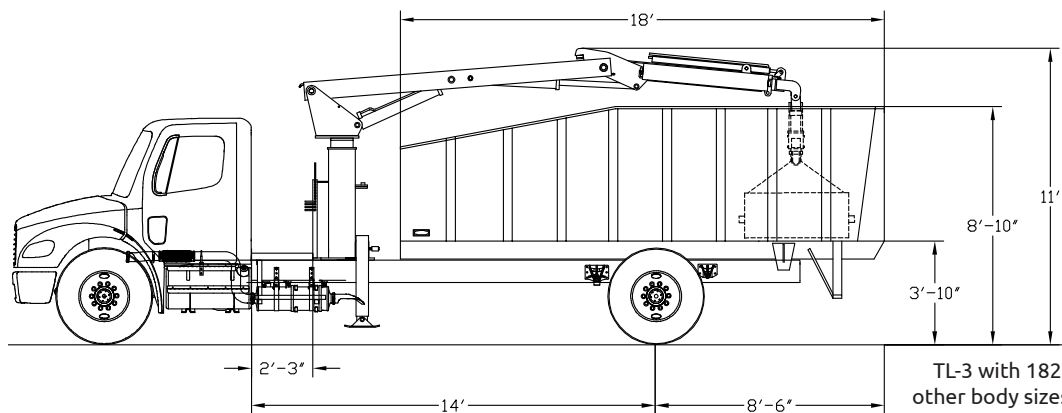
TORQUE ARM

The torque arm allows the gearbox to float laterally, which helps to reduce stresses to the pedestal caused from dynamic forces from boom rotation. Without a torque arm the pedestal would be subjected to higher levels of stress caused by the rotational forces from sudden starts or stops from boom rotation.

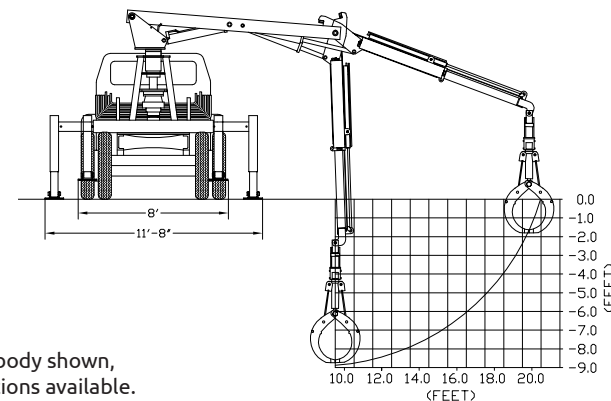


EASY MAINTENANCE

We use Nylatron bushings in the bearing housing and a sealed planetary gearbox to reduce maintenance time.



TL-3 with 1824 TBS body shown,
other body sizes & options available.



SYSTEM DESCRIPTION:

The model TL-3 Lightning Loader® is a grapple loader mounted to a chassis from behind the cab, equipped with Petersen's standard trash bucket at the end of the boom. The loader operates from a fixed platform located behind the chassis cab. CNG Capable.

LIFT CAPACITY

Radius	Load Capacity
10 ft. radius	7,100 lbs.
16 ft. radius	4,400 lbs.
20 ft. radius	3,200 lbs.

Note: Weight of attachment not subtracted from above listed lifting capacities. Trash bucket weighs 1,000 lbs. Capacities shown do not exceed 85% vehicle tipping moment (outriggers engaged, loader on firm, level ground.)

GENERAL SPECIFICATIONS

Reach	20 ft. 7 inches
⚙ Main Boom & Tip Boom	16 ft. 7 inches
⚙ Tip Extension	4 ft.
Tare Weight (empty)	23,000 lbs.
Outrigger Span	11 ft. 8 in.
Dump Body Hoist Capacity	23 tons

RECOMMENDED CHASSIS (MINIMUM)

Body Style	Conventional Cab
Cab-to-Axle Dimension	168", 186", 192"
Front Axle Rating	12,000 lbs. Minimum
Rear Axle Rating	21,000 lbs. Minimum
GVW Rating	33,000 lbs. Minimum
Frame	1,500,000 RBM
Frame Thickness	11/32" Minimum
Engine	230 HP Diesel
Transmission	Automatic
Electrical	Remote engine & transmission connectors

*Always contact Petersen Industries for specific chassis requirements

CONTROL OPTIONS:

Dual manual controls for outriggers and loader on both sides of the truck for accessibility and visibility come standard on this model. QUADSTICK® mechanically linked dual joystick controls (left) are also an available option on the TL-3 and stationary top mount controls (right).



SCAN TO
LEARN MORE

4000 SR 60 West
Lake Wales, FL 33859

1.800.930.LOAD (5623)



PETERSENIND.COM
Contact Us Today To Learn More

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Petersen Industries, Inc.


Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
		None	

Proposer's Signature:  Date: 04/07/17

NJPA's clarification on exceptions listed above:

Review and Approved:

 6/27/17
NJPA Legal Department

Contract Award
RFP #041217

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

**SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED
EQUIPMENT, SUPPLIES, AND ACCESSORIES**

In compliance with the Request for Proposal (RFP) for SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Petersen Industries Inc Date: 04/07/17

Company Address: 4000 State Road 60 West

City: Lake Wales State: FL Zip: 33859

Contact Person: Sam Petersen Title: Vice President

Authorized Signature: [Signature] Samuel S. Petersen
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 041217-P11

Proposer's full legal name: Petersen Industries, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be July 7, 2017 and will expire on July 7, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on July 6, 2017

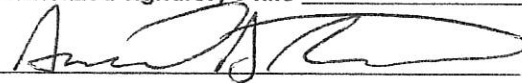
NJPA Contract # 041217-P11

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Petersen Industries Inc.

Authorized Signatory's Title Vice President



VENDOR AUTHORIZED SIGNATURE

Samuel S. Petersen
(NAME PRINTED OR TYPED)

Executed on 12 July, 2017

NJPA Contract # 041217-P11

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

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

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Petersen Industries, Inc.

Address: 4000 State Road 60 West

City/State/Zip: Lake Wales, FL 33859

Telephone Number: 800-930-5623 x 256

E-mail Address: spetersen@petersenind.com

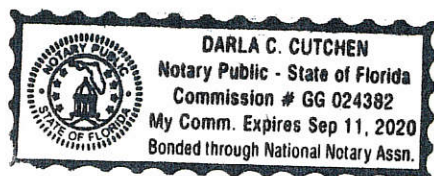
Authorized Signature: [Signature]

Authorized Name (printed): Samuel S. Petersen

Title: Vice President

Date: 04/07/17

Notarized



Subscribed and sworn to before me this 7th day of April, 2017

Notary Public in and for the County of Polk State of Fl.

My commission expires: Sept. 11, 2020

Signature: Darla C Cutchen

Form P



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Petersen Industries, Inc.

Questionnaire completed by: Samuel S. Petersen

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Payment terms are net 30 – after receipt of equipment, with approved credit.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Extended terms are made available to local agencies on a case-by-case basis. Petersen will also utilize National Cooperative Leasing as an alternative for the agency.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

- Petersen will utilize a Business-to-Government order process and funds flow.
- Petersen will establish a national marketing program for the Contract
- Our dealer network is included in our response and can accept and process purchase orders on our behalf.
- The Process Flow for NJPA orders will be structured to minimize the impact to both the sales team and our customers as indicated below:

1. Customer Contacts the Local Petersen Dealer for NJPA Contract Purchase

2. Determine if local agency is NJPA member

- a. If member – proceed
- b. If not a current member – assist agency with online membership application

3. Dealer determines product specifications and delivers quote supplied by Petersen directly to requesting agency

- a. Pricing – Percentage Discount from Catalog Pricing

4. Develop Quote with:

- a. Machine Pricing
- b. Freight – Based on Zoned Freight Matrix

5. Quote Presented to Local Agency by Petersen Dealer

- a. Accepted – proceed to Order Process
- b. Denied – Dealer does not proceed

6. NJPA member places order with dealer or Petersen directly.

7. Dealer Receives Machine and Preps for Delivery to Local Agency

8. Dealer Delivers Machine to Customer

- a. Perform Operator Review as needed
- b. File Warranty
- c. Petersen or dealer invoices government agency

9. If the customer bought directly from Petersen - dealer claims NJPA credit under program from Petersen. Petersen pays our dealers directly for the sale at a predetermined percentage of sale

10. Petersen Logs NJPA Sale and Compiles Sales Report Quarterly

11. Petersen Makes Payment to NJPA Quarterly

Once an order is received, it will be handled in the normal process flow. NJPA's fee will be calculated off of the total quarterly end user invoiced amount for the equipment. Freight charges will not be used in this calculation. Contract number will be displayed on all purchasing paperwork between customer, dealer, and Petersen starting with the initial quote and ending with the final invoice.

Petersen agrees to pay NJPA a 1% contract fee.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

A copy of Petersen's warranty policy is attached.

To summarize, we provide a 1-2-3- warranty. Certain components are given 1, 2, or 3 years of warranty coverage. Warranty is provided through our national dealer network.

- Do your warranties cover all products, parts, and labor?
All materials and labor are covered as described in the attached warranty statement.
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
Standard warranty is described in the attached warranty statement.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
The warranty repair or replacement must be made at the dealer location as described in manufacturer warranty statements.
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
Warranty repair centers are available in all geographic regions of the US and Canada.
- 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?
We will cover only Petersen installed products. Items such as the chassis, if purchased through our contract as an option, would need to follow that manufacturer's warranty process.
- What are your proposed exchange and return programs and policies?
See attached warranty sheet.

- 6) Describe any service contract options for the items included in your proposal.

None.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Petersen is providing our entire line of municipal Lightning Loaders, related options, and chassis from all major chassis manufacturers. We would like the customer to have the ease of purchasing a turnkey unit or be able to order just a loader and body if they are providing an existing cab chassis.

Petersen is also a dealer for Kinshofer grapples and Galbreath hoists. Kinshofer grapples fit perfectly to our loaders when a customer wants a special size or application grapple. We became a Galbreath dealer because many of our loaders are designed to work in conjunction with a roll-off hoist. This way everything is installed in-house with a single point of responsibility. It is not our intention to provide a Galbreath hoist without the sale of a compatible Lightning Loader® model.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

The pricing model is based on the standard published List Price and Discount from List, for the Petersen products being offered. A Freight Matrix, attached, broken out by Zone and Machine, for each Petersen product, is included as part of the pricing model. In order to determine total price, Petersen will utilize the Price List and Freight Matrix. By supplying both product price and freight as part of the "bid price", the member will be able to have full assurance of contracted pricing eliminating all the potential "gray area" for the Purchasing Officer.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Petersen will provide Percentage Discounts from List Price, catalog, or category pricing for the specific products being proposed. The attached Price List provides the machine model and part number. Customers Will receive a 2% discount from the contracted pricing.

- 10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☒ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Petersen is providing standard pricing as reflected in the attached Price List and Freight Matrix. Petersen can discount for volume orders on a case by case basis.

- 12) 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.

Petersen will provide all products within our product line as requested by the NJPA member. If the NJPA member's request includes a custom solution, including sourced goods or special paint, our dealers will respond to their requirements using our standard quote and listing the "sourced goods" product as a non-contract item. These items will be supplied at cost plus a percentage.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list

costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

None

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Shipping will be based on point of origin and 11 different state groups for Zones of Delivery. This pricing is for drive-away delivery of diesel trucks only. Any hauling or CNG drive away will be quoted on a case-by-case basis. See attached for shipping.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Delivery for Hawaii or any offshore customer would go to the chosen US mainland port in the lower 48 as per the above policy. The customer is responsible for arranging transport for the remainder of the trip. Alaska deliveries would either be handled as above if it falls into the same category or on a case-by-case basis for any others arrangements.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

None

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

All pricing will be pulled directly from the submitted price list. At time of invoicing, we will verify that NJPA pricing was used

Petersen provides all pricing to dealers to reduce chance for confusion.

Petersen will ensure the proper sales are reported and accurate administrative fee remitted through multiple internal processes. For the contract number to appear on our purchasing documents, we are required to select an option in our ERP system which can be tracked and reports can be generated for specific timeframes.

For redundancy, we also keep an excel spreadsheet for all customer information tied to each individual serial number. When NJPA is selected in this database, all pertinent information is then pushed into a separate sheet exclusively for reporting NJPA sales and administrative fee.

Finally, each salesman is required to manually do the math and show work for how the administrative fee is calculated. This is kept with the customer file. All of this is checked by the Petersen Contract Manager (Sam Petersen) at the time of order submission and again by A/R at the time of invoicing.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA 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 RFP Section 6.29 and following for details.)

Petersen agrees to pay NJPA a 1% contract fee.

Industry-Specific Questions

(Answer all questions. If a question does not apply to the solution(s) in your proposal, state "N/A" and articulate why the question does not apply.)

For technology vendors:

- 19) Clearly explain how your company collects, stores, and uses the customer data that is gathered through normal business practices. In your view, who owns this data: your company or your customers? What rights (if any) do you propose that your customers have to any data created by your proposed solutions?

N/A. Equipment vendor.

- 20) Describe how do you protect data that you obtain or create for your customers? Who has access to this data, and for what purposes?
N/A. Equipment vendor.
- 21) Does your product or platform encourage increased participation in recycling and diversion programs?
N/A. Equipment vendor.
- 22) If you are offering web-based products or services, are they available through a suitable application on mobile devices? If so, are they compatible with both iOS, Android, and other operating systems? Are they broadly and easily available?
N/A. Equipment vendor.

For equipment/product vendors:

- 23) What specific market segments does your company serve? What portion of your overall revenue is derived from the governmental and educational sectors?
Petersen supplies equipment to local municipal, county, state, and federal organizations for the collection of bulky waste. This accounts for about 90% of our business. The other 10% is made from private haulers and contractors working for the municipalities, counties, states, and federal government. This shows that our company is focused as a business and we are the very best when it comes to bulk waste solutions.
- 24) Explain in detail why and how your manufacturing process is superior to that of your competitors.
Petersen reinvests a significant portion of revenue each year to stay on the cutting edge for manufacturing equipment. This has allowed us to make a product that is known to be the hardest working and longest lasting in the market. Also, this capital investment allows us to manufacture over 90% of what gets mounted on the truck giving us great control over quality, cost, and production time.
- 25) Explain in detail why and how your value-added attributes separate you from your competitors and why this should be considered valuable to NJPA and its members.
1. Petersen is the market share leader in our industry. Most government agencies are aware of and accept our product design as superior.
 2. Petersen has the most robust dealer network with exclusive AOR's for each. This means that each dealer is invested in the success of our product and relies on it as an important profit center in their business. This is not the case for many of our competitors who have "dealers" that compete and overlap. Petersen and our dealer network have been in this business for 60 years and we know that continuing service after the sale is what the customer needs.
 3. No other competitor offers the breadth and diversity of our product line-up. We offer nine unique models with hundreds of body and options combinations. Our next closest competitor offers three unique models.
- 26) Do you manufacture all the products offered in your proposal? If not, please list all products that are sourced using a third party or subcontractor.
We do not manufacture truck chassis or some add-on options like lights, cameras, tool-boxes, etc.
- 27) Do your manufacturing processes qualify for any recognized compliance standards or certifications (e.g., ISO)? If so, please detail.
No.
- 28) Describe your approach to working with new governmental, educational, or not-for-profit entities in rolling out your products/equipment for these customers or their constituents.
From start to finish we try to provide as much help and information as possible. Whether that is in the form of references and demonstrations in the beginning to training and troubleshooting at delivery. We also rolled out a new training video this year which is available in a variety of formats.
- 29) Confirm whether or not you are both able to and agree to comply with the applicable "EPA Emission Standards for Heavy-Duty Highway Engines and Vehicles" outlined in the following link:

<https://www.epa.gov/emission-standards-reference-guide/epa-emission-standards-heavy-duty-highway-engines-and-vehicles>

Yes

Signature:



Date:

04/07/17



National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES

RFP Opening

[APRIL 13, 2017]

8:00 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #041217

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #041217 SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES. Details of this RFP are available beginning February 23, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until [April 12, 2017] at 4:30 p.m. Central Time at the above address and opened [April 13, 2017] at 8:30 a.m. Central Time.

RFP Timeline

February 23, 2017

Publication of RFP in the print and online version of *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to:

<http://www.njpacoop.org/oregon-advertising>), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.

March 22, 2017
10:00 a.m. CT

Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.

April 5, 2017
April 12, 2017
4:30 p.m. CT
April 13, 2017
8:30 a.m. CT

Deadline for RFP questions.

Deadline for Submission of Proposals. Late responses will be returned unopened.

Public Opening of Proposals.

Direct questions regarding this RFP to: Chris Robinson at chris.robinson@njpacoop.org or (218) 895-4168.

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1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by NJPA: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;

- 3.11.3** Deliver “Value Added” aspects of the company, equipment/products and services as defined in the “Proposer’s Response”;
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency’s needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer’s authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of | SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES. |

3.17 Additional Scope Definitions:

3.17.1 Respondents must fit within one of the following three subcategories (A through C) in order to be considered within the scope of this RFP:

- 3.17.1.1** A) Knuckleboom loaders, shuttle loaders, hook and hoist dumpster loaders, roll-off trucks and containers, vacuum debris collectors, container handlers, and specialty off-highway/off-road garbage collection vehicles. Uses of this equipment may include, but is not limited to
 - trash collection, brush and yard waste collection, container transport, and demolition/heavy duty debris collection, and

- trash collection at beaches, trails, and parks.

B) Steel and plastic collection bins, containers, dumpsters, commercial and residential two-wheeled carts, cardboard balers and compactors, and stationary cart and dumpster lifters and tippers.

C) Technology platforms or technology products that are designed to improve the efficiency of the above-mentioned subcategories. This may include solutions that promote education, communications (of NJPA members to their constituents), and ancillary services as they pertain to the solid waste, recycling, and public works services.

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.2.1 This solicitation is not intended to include side-loading, front-loading, or rear-loading refuse trucks. Such items in a proposal will be considered out of scope.

3.18 **Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal,” please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by NJPA.

3.19 **Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 **Sealed Proposals:** NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 **Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as “contract compliant,” products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a “Sole Source of Responsibility” Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice “of good, better, best” multiple-grade solutions to meet NJPA Members’ needs.

3.24.1.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members’ needs.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA

Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 Contract Term: At NJPA's option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 [This section is intentionally blank.]

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the [SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES] industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

3.31.2.2 identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.31.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer’s “Hot List” described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member’s site. Exceptions to “delivered and operational” must be clearly disclosed in the “Total Cost of Acquisition” section of the proposal.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer’s warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty’s terms with the manufacturer. Any manufacturer’s warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.37 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a “Solutions-Based Solicitation.” NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members’ needs. NJPA may award all of the respondent’s proposal or may limit the award to a subset of the proposal.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission.” RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA’s

competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **“Hold for Proposal Opening,”** and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing **SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES** to Chris Robinson at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Chris Robinson at (218) 895-4168. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NJPA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under “Current and Pending Solicitations”) and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES will be received by Chris Robinson, Interim Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the NJPA Director of Procurement or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$90 Million. Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.**

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published “List Price” as well as a “Proposed Contract Price” in their pricing matrix. Published List Price will be the standard “quantity of one” price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user’s location. For example, if you are proposing equipment/products FOB Proposer’s dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer’s dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user’s location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor’s NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution

to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 **The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged,** and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 **ADDITIONS.** New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 **DELETIONS.** New products and related services may be deleted from a contract if an item is no longer available.

5.35 **PRICE CHANGES.** A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

6.6.1 is received before the deadline for submission or it will be returned unopened;

6.6.2 is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP’s scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer’s responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer’s marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer’s response. NJPA may, however, consider additional information outside the Proposer’s response. This research may include such sources as the Proposer’s website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for “Widgets and Related Products and Services.” NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award

Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a “Certificate Holder.” The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence

\$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing

to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more than permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body

determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these

specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.8 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub

Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.10 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is “Executed for the Benefit of [NJPA Member name].”

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.13 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

- 7.13.1** The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;
- 7.13.2** The Vendor fails to ship the products or to provide the services within a reasonable amount of time;
- 7.13.3** NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;
- 7.13.4** The Vendor fails to fulfill any of the material terms and conditions of the Contract;
- 7.13.5** The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;
- 7.13.6** The Vendor fails to properly report quarterly sales;
- 7.13.7** The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.14 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA’s authority to immediately terminate the Contract for continued

breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

8.2 [This section is intentionally blank.]

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

K. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a

waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

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PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the **[SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES]** industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) 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.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please 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?
- 9) 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.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.

Please include details, such as the 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 employers (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20)
 - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
 - b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.
- 25) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?

26) 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.

Value-Added Attributes

27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

28) Describe any technological advances that your proposed products or services offer.

29) 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.

30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?

32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company’s primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**

Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ Date: _____

NJPA's clarification on exceptions listed above:

Contract Award
RFP #041217

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

**SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED
EQUIPMENT, SUPPLIES, AND ACCESSORIES**

In compliance with the Request for Proposal (RFP) for **SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES**, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #041217 _____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20_____ and continue until- _____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20_____ **NJPA Contract Number** #041217

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number** #041217

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number** #041217

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

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

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____

_____ Its _____

Form P



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - 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?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) 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.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA 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 RFP Section 6.29 and following for details.)

Industry-Specific Questions

(Answer all questions. If a question does not apply to the solution(s) in your proposal, state “N/A” and articulate why the question does not apply.)

For technology vendors:

- 19) Clearly explain how your company collects, stores, and uses the customer data that is gathered through normal business practices. In your view, who owns this data: your company or your customers? What rights (if any) do you propose that your customers have to any data created by your proposed solutions?
- 20) Describe how do you protect data that you obtain or create for your customers? Who has access to this data, and for what purposes?
- 21) Does your product or platform encourage increased participation in recycling and diversion programs?
- 22) If you are offering web-based products or services, are they available through a suitable application on mobile devices? If so, are they compatible with both iOS, Android, and other operating systems? Are they broadly and easily available?

For equipment/product vendors:

- 23) What specific market segments does your company serve? What portion of your overall revenue is derived from the governmental and educational sectors?
- 24) Explain in detail why and how your manufacturing process is superior to that of your competitors.
- 25) Explain in detail why and how your value-added attributes separate you from your competitors and why this should be considered valuable to NJPA and its members.
- 26) Do you manufacture all the products offered in your proposal? If not, please list all products that are sourced using a third party or subcontractor.
- 27) Do your manufacturing processes qualify for any recognized compliance standards or certifications (e.g., ISO)? If so, please detail.
- 28) Describe your approach to working with new governmental, educational, or not-for-profit entities in rolling out your products/equipment for these customers or their constituents.
- 29) Confirm whether or not you are both able to and agree to comply with the applicable “EPA Emission Standards for Heavy-Duty Highway Engines and Vehicles” outlined in the following link:

<https://www.epa.gov/emission-standards-reference-guide/epa-emission-standards-heavy-duty-highway-engines-and-vehicles>

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

- ☐ Adding Products/Services
- ☐ Deleting Products/Services
- ☐ Price Increase
- ☐ Price Decrease

NJPA CONTRACT NUMBER:

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

--

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

--

If adding products, state how these are within the scope of the original RFP.

--

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.

--

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor’s Contract Administrator.

☐ Yes ☐ No

Section 5. Signatures

_____	_____
Vendor Authorized Signature	Date

Print Name and Title of Authorized Signer

_____	_____
Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO	Date



Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)



ADDENDUM ONE (1)

To that certain

NJPA RFP #041217

Issued by

National Joint Powers Alliance®

For the procurement of

**SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT,
SUPPLIES, AND ACCESSORIES**

Consider the following to be part of the above-titled RFP:

Section 3.17.1.1 has been revised to reflect the addition of: *walking-floor/live-floor solid waste transport trailers (including top-load and/or rear-load in both heavy duty and light duty build)*.

3.17 Additional Scope Definitions:

3.17.1 Respondents must fit within one of the following three subcategories (A through C) in order to be considered within the scope of this RFP:

- 3.17.1.1** A) Knuckleboom loaders, shuttle loaders, hook and hoist dumpster loaders, roll-off trucks and containers, vacuum debris collectors, container handlers, walking-floor/live-floor solid waste transport trailers (including top-load and/or rear-load in both heavy duty and light duty build), and specialty off-highway/off-road garbage collection vehicles. Uses of this equipment may include, but is not limited to
- trash collection, brush and yard waste collection, container transport, and demolition/heavy duty debris collection, and
 - trash collection at beaches, trails, and parks.
- B) Steel and plastic collection bins, containers, dumpsters, commercial and residential two-wheeled carts, cardboard balers and compactors, and stationary cart and dumpster lifters and tippers.
- C) Technology platforms or technology products that are designed to improve the efficiency of the above-mentioned subcategories. This may include solutions that promote education, communications (of NJPA members to their constituents), and ancillary services as they pertain to the solid waste, recycling, and public works services.

Acknowledgment of Addendum One (1) to RFP 041217 emailed on March 23, 2017.

COMPANY NAME:

SIGNATURE:

DATE:

TFC Equipment
[Signature]
4/10/17

Please include this signed Addendum with your RFP response.

Extremely Urgent

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NATIONAL JOINT POWERS ALLIANCE
202 12TH STREET NE
STAPLES MN 56479-2438



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ional Shipping Notice - Carriage hereunder may be...
vention on the Contract for...



ADDENDUM TWO (2)

To that certain

NJPA RFP #041217

Issued by

National Joint Powers Alliance®

For the procurement of

SOLID WASTE AND RECYCLING COLLECTION AND TRANSPORT EQUIPMENT WITH RELATED EQUIPMENT, SUPPLIES, AND ACCESSORIES

Consider the following to be part of the above-titled RFP: questions and answers.

QUESTION: Is a Proposer required to include a truck chassis as part of its proposed solution?

ANSWER: A Proposer may elect to offer a turn-key solution (RFP §3.24.1.2), an equipment only solution (RFP §3.24.1.1), or an alternative solution. Generally a turn-key solution is most desirable to NJPA and its Members, however, it is not mandatory or required.

Please note also that NJPA recently awarded contracts under RFP #081716 CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Additional awarded-vendor information can be found on the NJPA website (<http://www.njpacoop.org/>) by the search term "vehicle chassis." A Proposer is not required to include, or make reference to, the contracts awarded under RFP #081716. The reference is provided here for Proposer information only.

Acknowledgment of Addendum Two (2) to RFP 041217 emailed on March 29, 2017.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

Please include this signed Addendum with your RFP response.

Proposed:

RESOLUTION NO. 43-2021 (MS)

By Council Member

A Resolution authorizing the City Manager to enter into an agreement with 72 Hour LLC dba National Auto Fleet Group, for the acquisition of a 2022 Ford Super Duty F-550 XL 4WD Reg Cab with LoadMaster 6 CU YD Rear Loader for the Department of Public Works; providing compensation therefor; and declaring an emergency.

WHEREAS, in order to meet operational needs, it is necessary to purchase a 2022 Ford Super Duty F-550 XL 4WD Reg Cab with LoadMaster 6 CU YD Rear Loader for the Department of Public Works; and

WHEREAS, Section 171.12 of the Cleveland Heights Codified Ordinances authorizes the purchase of machinery, materials, supplies, and other articles through the cooperative purchasing program formerly known as the National Joint Powers Alliance, now known as the Sourcewell Cooperative Purchasing Program, without obtaining competitive bids; and

WHEREAS, the City Manager has determined that the selected equipment may be purchased through this Cooperative Purchasing Program at a lower price than could be obtained through bidding, and that it would be in the City's best interests to purchase said equipment by this means.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The City Manager be, and she is hereby, authorized to execute any and all agreements necessary for the purchase of a 2022 Ford Super Duty F-550 XL 4WD Reg Cab with LoadMaster 6 CU YD Rear Loader, through the Sourcewell Cooperative Purchasing Program, pursuant to Section 171.12 of the Cleveland Heights Codified Ordinances. The purchase price for said equipment shall not exceed the sum of Ninety-Six Thousand One Hundred Nineteen Dollars (\$96,119.00). All contracts hereunder shall be approved as to form by the Director of Law.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

RESOLUTION NO. 43-2021 (MS)

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet vendor deadline and equip the Department of Public Works with the referenced loadmaster as soon as possible. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of Council

AMY HIMMELEIN
Clerk of Council

PASSED:



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

03/23/2021

Quote ID 16147

Mr. Joe Kickel

City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118

Dear Mr. Kickel,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2022 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 169" WB 84" CA with LoadMaster Rear Loader Body Model Elite 6 Cu Yd) and delivered to your specified location, each for:

One Unit (1)

Contract Price	\$ 43,684.00
Elite 6 Cu Yd Rear Loader	\$ 52,435.00
Tax (0.00%)	\$ 00.00

Total	\$ 96,119.00
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- Per the attached specifications.

This vehicle(s) is available under **Sourcewell Contract # 120716-NAF awarded to National Auto Fleet Group (dba 72 Hour LLC)- vehicles**. Please reference this Contract Number on all Purchase Orders. Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,


Jesse Cooper

National Fleet Manager

jcooper@Nationalautofleetgroup.com

Office (855) 289-6572

Fax (831) 480-8497



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572



Sales Proposal

March 19, 2021

New 2021 LoadMaster Rear Loader Body- Model Elite 6 Cu Yd Rear Loader

Full Factory Mounting on City's New Ford Chassis

One Center Mounted Tipper for semi-automated Toter collection.

Dupont Polyurethane Enamel White to match cab paint

Hot Shift PTO Installed Automatic Transmission

Camera System w/ Color 7" Flat Screen

LED Strobe System (2) 4" Diameter rear mounted.

Body Access Door

Ladder to Access Door

All Lights LED

Rear Tire Fenders

Fully Outfitted Oil Tank

Bolt on Rear Steps

Price: \$52,435.

- Operator/Driver Does Not Need a CDL License (Exempt)
- Pre-Delivery Inspection, Delivery & Training Included

Vehicle Configuration Options

ENGINE	
Code	Description
99N	ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS, (STD)
TRANSMISSION	
Code	Description
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)
TIRES	
Code	Description
TGJ	TIRES: 225/70RX19.5G BSW A/P, (STD)
PRIMARY PAINT	
Code	Description
Z1	OXFORD WHITE
PAINT SCHEME	
Code	Description
—	STANDARD PAINT
SEAT TYPE	
Code	Description
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder and driver's side manual lumbar
AXLE RATIO	
Code	Description
X8L	LIMITED SLIP W/4.88 AXLE RATIO
ADDITIONAL EQUIPMENT	
Code	Description
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Manual Telescoping Folding Trailer Tow Mirrors, power/heated glass and heated convex spotter mirror, Remote Keyless Entry, Power Front Side Windows, 1-touch up/down driver/passenger window
62R	TRANSMISSION POWER TAKE-OFF PROVISION, -inc: transmission mounted live drive and stationary mode PTO

67B	397 AMP ALTERNATOR
86M	DUAL 78 AH BATTERY
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only
65M	26.5 GALLON MID SHIP FUEL TANK
18B	PLATFORM RUNNING BOARDS
OPTION PACKAGE	
Code	Description
660A	ORDER CODE 660A

Fleet/Non-Retail Ford Super Duty F-550 DRW XL 4WD Reg Cab 169" WB 84" CA

WINDOW STICKER

Ford Super Duty F-550 DRW XL 4WD Reg Cab 169" WB 84" CA

CODE	MODEL	MSRP
F5H	Ford Super Duty F-550 DRW XL 4WD Reg Cab 169" WB 84" CA	\$43,970.00
OPTIONS		
99N	ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS, (STD)	\$0.00
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)	\$0.00
TGJ	TIRES: 225/70RX19.5G BSW A/P, (STD)	\$0.00
Z1	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder and driver's side manual lumbar	\$0.00
X8L	LIMITED SLIP W/4.88 AXLE RATIO	\$360.00
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Manual Telescoping Folding Trailer Tow Mirrors, power/heated glass and heated convex spotter mirror, Remote Keyless Entry, Power Front Side Windows, 1-touch up/down driver/passenger window	\$865.00
62R	TRANSMISSION POWER TAKE-OFF PROVISION, -inc: transmission mounted live drive and stationary mode PTO	\$280.00
67B	397 AMP ALTERNATOR	\$115.00
86M	DUAL 78 AH BATTERY	\$210.00
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only	\$270.00
65M	26.5 GALLON MID SHIP FUEL TANK	\$125.00
18B	PLATFORM RUNNING BOARDS	\$320.00
660A	ORDER CODE 660A	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$46,515.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,695.00
TOTAL PRICE	\$48,210.00

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 7.3L 2V DEVCT NA PFI V8 Gas
Transmission: TorqShift 10-Speed Automatic -inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery
4.88 Axle Ratio
GVWR: 18,000 lbs Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
HD 240 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
10950# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Auto Locking Hubs
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist
Upfitter Switches

EXTERIOR

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
Tires: 225/70Rx19.5G BSW A/P
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Fender Flares
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding

Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Front Splash Guards
Black Grille
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cab Clearance Lights

ENTERTAINMENT

Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Radio w/Seek-Scan
Fixed Antenna
SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls

INTERIOR

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
FordPass Connect 4G Mobile Hotspot Internet Access
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
3 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Underhood Lights

Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Manual 1st Row Windows
Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Appearance
Manual Adjustable Front Head Restraints
Air Filtration

SAFETY

Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

Proposed:

RESOLUTION NO. 44-2021 (MS)

By Council Member

A Resolution authorizing the City Manager to enter into an agreement with 72 Hour LLC dba National Auto Fleet Group, for the acquisition of two 2022 Ford Super Duty F-350 SRW (F3A) XL 2WD Pick-up Trucks for the Department of Public Works; providing compensation therefor; and declaring an emergency.

WHEREAS, in order to meet operational needs, it is necessary to purchase two 2022 Ford Super Duty F-350 SRW (F3A) XL 2WD Pick-up Trucks for the Department of Public Works; and

WHEREAS, Section 171.12 of the Cleveland Heights Codified Ordinances authorizes the purchase of machinery, materials, supplies, and other articles through the cooperative purchasing program formerly known as the National Joint Powers Alliance, now known as the Sourcewell Cooperative Purchasing Program, without obtaining competitive bids; and

WHEREAS, the City Manager has determined that the selected equipment may be purchased through this Cooperative Purchasing Program at a lower price than could be obtained through bidding, and that it would be in the City's best interests to purchase said equipment by this means.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The City Manager be, and she is hereby, authorized to execute any and all agreements necessary for the purchase of two 2022 Ford Super Duty F-350 SRW (F3A) XL 2WD Pick-up Trucks, through the Sourcewell Cooperative Purchasing Program, pursuant to Section 171.12 of the Cleveland Heights Codified Ordinances. The purchase price for said equipment shall not exceed the sum of Sixty-Three Thousand Four Hundred Eighteen Dollars and Fourteen Cents (\$63,418.14). All contracts hereunder shall be approved as to form by the Director of Law.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet vendor deadline and equip the Department of Public Works with the referenced pick-up trucks as soon as possible. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

RESOLUTION NO. 44-2021 (MS)

JASON S. STEIN
President of Council

AMY HIMMELEIN
Clerk of Council

PASSED:

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: 72 Hoot LLC, DBA National Auto Fleet Group

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
<u>N/A</u>		<u>None taken</u>	

Proposer's Signature: Date: 12-5-16**NJPA's clarification on exceptions listed above:**

Contract Award
RFP #120716

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

72 HOOT LLC, DBA

Company Name: National Auto Fleet Group Date: 12-5-16

Company Address: 490 AUTO CENTER DRIVE

City: WATSONVILLE State: CA Zip: 95076

Contact Person: JESSE COOPER Title: FLEET MANAGER

Authorized Signature: [Signature] JESSE COOPER
(Name printed or typed)

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager


VENDOR AUTHORIZED SIGNATURE

Jesse Cooley
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

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

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: 72 HOCT LLC, DBA National Auto Fleet Group

Address: 490 Auto Center Drive

City/State/Zip: Watsonville, CA 95076

Telephone Number: 855-289-6572

E-mail Address: JCooper@nationalautofleetgroup.com

Authorized Signature: [Signature]

Authorized Name (printed): Jesse Cooper

Title: Fleet Manager

Date: 12-2-16

Notarized

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to before me this 2 day of December, 2016

Notary Public in and for the County of Los Angeles State of California

My commission expires: July 30, 2019

Signature: [Signature]





Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: National Auto Fleet Group _____

Questionnaire completed by: Jesse Cooper _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Net 30

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Absolutely. We provide both municipal financing and municipal leasing available to all NJPA members in every state. We use National Cooperative Leasing, Diversified Leasing and NAFG Provided leasing options to all NJPA Members.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

There are two methods. One is the electronic ordering process, where the member logs into our website located at www.nationalautofleetgroup.com, builds their desired vehicle to their specifications, and then electronically sends us a purchase order. The vehicle is delivered directly to the user's specified end-user address, then we FedEx the customer all the appropriate documentations.

The other method, should the customer not be comfortable with internet or the use of our website, is where the member calls our toll-free number at 1-855-289-6572 and is greeted by one of our sales associates, who then creates a quotation based on the customer's needs and either emails, faxes, or physically mails it to the customer. The customer then sends us a purchase order. We then process the purchase order and deliver the vehicle to the customer's specified location.

We have reported directly to NJPA for the last 22 consecutive quarters.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes, we do accept the P-card procurement and payment process, and there is no additional cost for using it.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
- Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - 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?
 - What are your proposed exchange and return programs and policies?

The manufacturer's warranties are all written between the manufacturer and the NJPA member. Therefore, should a warranty repair be required, the member merely needs to take the vehicle to the closest manufacturer franchise (i.e. Ford, Toyota etc.) If the vehicle is not drivable, the customer can notify us through our toll-free number at 1-855-289-6572 and we will have it towed to the nearest facility. All this is done at no cost to the member. There are no conditions to qualify. Any new vehicle qualifies. The manufacturer's warranty does include labor and parts. Other than abuse, there are no restrictions or limitations that affect coverage. All warranty repairs are done in the manufacturer's facilities, thus there is no travel time for technicians. Warranty repairs are all performed in all 50 states, regardless of location. Any after-market accessories installed under our contract are covered by the written warranty for both parts and labor for the after-market installer, who provided them. There is no return policy. If a vehicle is no longer needed by the member, a 25% restocking charge can be imposed.

- 6) Describe any service contract options for the items included in your proposal.

We offer a multitude of service contracts and extended warranties, running all the way up to 250,000 miles. The cost, term, and coverage are determined by the mileage and term. Contact us directly for a quote.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

All of our pricing, by manufacturer, is listed in the attached books 1-18, outlined in our price summary along with our after market equipment categories.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Utilizing a Percentage Off MSRP / LIST method, NAFG can offer NJPA members discounts ranging from 25.86% down to 1% across the 15 manufacturers depending on model. Please

see Tab 2 as well as Attachment Book 2-18 for "Pricing." We detail the addition of All Factory Options and After Market Equipment.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The percentage will vary on the very same product from state to state as the discount structure passed onto us by the manufacturers can vary from state to state. Therefore, we have included in the 18 attachment A's / Books the exact manufacturer's list price and our price side by side. This fixed pricing makes it easy to do price validations. In addition, all factory installed options can be added at factory invoice + 3% and all after-market accessories are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

All of our pricing is based on 2017 year model. Any subsequent year model in the contract will be a maximum of 3% more + any required governmental, safety, emissions requirement as mandated by the federal or Canadian government.

- 10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☒ d. other than what the Proposer typically offers (please describe).

Our bid price is the most competitive price on the marketplace. It is far lower than any individual or other cooperatives have available to them. We leverage our entire company-wide purchasing power to the benefit to the NJPA member. Last year alone, company-wide, we delivered over 34,000 vehicles, which is the driving force that allows us to obtain deep discounts from all original equipment manufacturers and deliver the savings to the NJPA member. We don't think any other vendor can do that.

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

They are all included in our bid price.

- 12) 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.

Included in our bid are the base prices for all vehicles. Factory options can be added at +10%. All sourced goods are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

There are no hidden or undisclosed costs in our proposal. All costs are legitimate and fully disclosed to the NJPA member.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

There is no additional cost. All shipping is included in the original quote to the member.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping to Alaska or Hawaii can be one of two ways. Either from the assembly point directly to the franchise dealer in Alaska or Hawaii, or if the NJPA member requires a lower 48 state specialized body installation, then freight is calculated from the Port of Long Beach, Port of Los Angeles, or the Port of Seattle, Washington. It is included in the original NJPA member quote.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

To us, these are not unique. We have been doing this for years, and we continue to do this every day. Our competitors do not have that advantage.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

We have an in-house financial administrator who monitors that on a daily basis. In addition, we bring in twice a year, Polmaris and Associates (an independent certified public accountant from Sacramento, California) to review all payments and disbursements.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA 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 RFP Section 6.29 and following for details.)

- 1) 1% of the unit price is up to \$700.00 other than "related equipment" pass through items
- 2) Total amount in any 12-month period will not exceed \$4,500,000.00 in Administration Fees
- 3) NAFG reserves the right to waive all or in part the Admin Fee when faced with a large county of State competition and or faced with unusable circumstances.

Industry-Specific Questions

- 19) Identify any features in your response that are different from your standard vehicle offering or that are unique to your proposal.

Our proposal is unique primarily in the fact that we are the only ones that have the order to deliver online system available exclusively for your members. None of the other bids you are reviewing today can state that.

- 20) Demonstrate your processes to handle vehicles on order with NJPA members that are subject to a recall or that have open service campaigns.

Our staff keeps a running list of open recalls by manufacturer. We cross check it on a weekly basis to try and ensure that none of your members receive a vehicle with an open our outstanding recall or campaign.

- 21) Demonstrate your NJPA member communication processes from P.O. generation to the delivery of vehicle in order to meet member expectations.

After the PO is issued to NAFG we send our client an order confirmation with an estimated time of arrival for the purchase. We give members the option of how frequently they would like updates on their vehicles, as well as communicating any complications along the way. Our staff communicates through any form that customers feel comfortable with, whether it is faxes, calls, or emails. When the vehicle is ready to be delivered, we give the customers advance notice to ensure they are ready to receive the vehicle. All vehicle paperwork documents are sent out via UPS, and tracking numbers are provided to the client.

Signature: _____



Date: _____

12-6-16



National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

RFP Opening

DECEMBER 8, 2016

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #120716

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #120716 VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning October 21, 2016. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until December 7, 2016 at 4:30 p.m. Central Time at the above address and opened December 8, 2016 at 8:30 a.m. Central Time.

RFP Timeline

- October 21, 2016** **Publication of RFP** in the print and online version of *USA Today*, in the print and online version of the *Salt Lake Tribune* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note to OR entities: this pertains to <http://www.njpacoop.org/oregon-advertising>), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.
- November 16, 2016** **Pre-Proposal Conference** (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
- November 30, 2016** **Deadline for RFP questions.**
- December 7, 2016** **Deadline for Submission of Proposals.** Late responses will be returned unopened.
- December 8, 2016** **Public Opening of Proposals.**
- 8:30 a.m. CT**

Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218)895-4144.

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1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by NJPA: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;

- 3.11.3** Deliver “Value Added” aspects of the company, equipment/products and services as defined in the “Proposer’s Response”;
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency’s needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer’s authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of | VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. |

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation:

3.17.1 In addition to |VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, | **this solicitation should be read to include, but not to be limited to:**

3.17.1.1 Automobile Category: mini, subcompact, compact, coupe, sedan, gas, diesel, hybrid, electric, alternative fuel

Utility Category: two-wheel drive, four-wheel drive, gas, diesel, hybrid, electric, alternative fuel

Van Category: cargo, passenger, gas, diesel, hybrid, electric, alternative fuel

Police, Safety and Rescue Category: mini, subcompact, compact, coupe, sedan, van, utility, truck, motorcycle, gas, diesel, hybrid, electric, alternative fuel
Truck Category: half ton, three-quarter ton, one ton, gas, diesel, hybrid, electric, alternative fuel. |

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.2.1 RFP respondents may include in their response vehicles that are larger than the vehicles listed in Section 3.17.1.1 above, provided that these offerings are merely complementary to the respondent's primary offering.

Respondents may include "related equipment, accessories, and services" in their response to the extent that these solutions are an incidental portion of their proposal. The primary focus of this solicitation is on vehicles, cars, vans, SUVs, and light trucks and not on a respondent's ability to provide turnkey solutions by upfitting for a particular purpose.

This RFP should NOT be construed to include responses that contain school buses or city transit vehicles. Any portions of a response including such solutions will be disregarded. |

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to

obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice "of good, better, best" multiple-grade solutions to meet NJPA Members' needs.

3.24.1.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members' needs.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 Contract Term: At NJPA's option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 [This section is intentionally blank.]

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

3.31.2.2 identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.31.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.37 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. NJPA may award all of the respondent's proposal or may limit the award to a subset of the proposal.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA's competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **“Hold for Proposal Opening,”** and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing **VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES** to Jonathan Yahn at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Jonathan Yahn at (218) 895-4144. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NJPA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under “Current and Pending Solicitations”) and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled **VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES** will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify **VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES** and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them with an atomic clock.** At the time of the public opening, the NJPA Director of Contracts and Marketing or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5 **PRICING**

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$150 Million. Vendors are expected to anticipate additional volume of potential government, education and non-profit agencies that would find value in a NJPA national contract awarded by NJPA.**

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published “List Price” as well as a “Proposed Contract Price” in their pricing matrix. Published List Price will be the standard “quantity of one” price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user’s location. For example, if you are proposing equipment/products FOB Proposer’s dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer’s dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user’s location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material

costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

6 **EVALUATION OF PROPOSALS**

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

6.6.1 is received before the deadline for submission or it will be returned unopened;

6.6.2 is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP’s scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer’s responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer’s marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer’s response. NJPA may, however, consider additional information outside the Proposer’s response. This research may include such sources as the Proposer’s website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for “Widgets and Related Products and Services.” NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award

Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a “Certificate Holder.” The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence

\$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing

to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more than permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.29.6 For Texas motor vehicle sales, the administrative fee cannot be based on the amount purchased by a member under the contract. Accordingly, the administrative fee in such cases will be \$400 per purchase order (PO), irrespective of the number of vehicles included in the PO.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. “Green” characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer’s ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor’s sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that “This purchase order is issued under NJPA contract #XXXXXXX” (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a “net 30” payment requirement to the purchase order instead of applying a “net 10” requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery

requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.8 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request special services through a “Hub Partner” for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.10 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is “Executed for the Benefit of [NJPA Member name].”

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.13 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.13.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.13.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.13.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

7.13.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.13.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

7.13.6 The Vendor fails to properly report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.14 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

8.2 [This section is intentionally blank.]

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and

financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

K. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

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PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
 Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the **VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES** industry.
- 2) Provide a detailed description of the products and services that you are offering in your proposal.
- 3) What are your company’s expectations in the event of an award?
- 4) 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.
- 5) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 6) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 7) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please 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?
- 8) 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.
- 9) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 10) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 11) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 12) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 13) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 14) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 15) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 16) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 17) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.

Please include details, such as the 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 employers (or employees of a third party), and any overlap between the sales and service functions.
- 18) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 19)
 - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
 - b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 20) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 21) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 22) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 23) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.
- 24) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?

25) 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.

Value-Added Attributes

26) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

27) Describe any technological advances that your proposed products or services offer.

28) 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.

29) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

30) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?

31) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company’s primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**

Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ Date: _____

NJPA's clarification on exceptions listed above:

Contract Award
RFP #120716

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for **VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES**, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #120716 _____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20_____ and continue until- _____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20_____ **NJPA Contract Number** #120716

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number** #120716

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number** #120716

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

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

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____

_____ Its _____

Form P



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - 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?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) 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.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA 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 RFP Section 6.29 and following for details.)

Industry-Specific Questions

- 19) Identify any features in your response that are different from your standard vehicle offering or that are unique to your proposal.
- 20) Demonstrate your processes to handle vehicles on order with NJPA members that are subject to a recall or that have open service campaigns.
- 21) Demonstrate your NJPA member communication processes from P.O. generation to the delivery of vehicle in order to meet member expectations.

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

☐ Adding
Products/Services
vices

☐ Deleting
Products/Services
Price Increase

☐ Price Decrease

NJPA CONTRACT NUMBER:

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

--

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

--

If adding products, state how these are within the scope of the original RFP.

--

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.

--

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

☐ Yes

☐ No

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO

Date



Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)



ADDENDUM ONE (1)

To that certain

NJPA RFP #120716

Issued by

National Joint Powers Alliance®

For the procurement of

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

Consider the following to be part of the above-titled RFP: Pre-Proposal Conference.

Because some prospective vendors may have had difficulty accessing our originally scheduled pre-proposal conference, we are providing another conference. You do not need to attend this conference in order to respond to the RFP, but it is highly recommended. It will be held **November 23, 11 a.m. CT.**

Topic: Vehicles, Cars, Vans, SUVs, & Light Trucks with Related Equipment, Accessories, and Services

Host: National Joint Powers Alliance

Date and Time:

Wednesday, November 23, 2016 11:00 am, Central Standard Time (Chicago, GMT-06:00)

Wednesday, November 23, 2016 12:00 pm, Eastern Standard Time (New York, GMT-05:00)

Wednesday, November 23, 2016 9:00 am, Pacific Standard Time (San Francisco, GMT-08:00)

Wednesday, November 23, 2016 10:00 am, Mountain Standard Time (Arizona, GMT-07:00)

Event number: 660 414 994

Registration password: This event does not require a password for registration

To view in other time zones or languages, please click the link:

<https://njpa.webex.com/njpa/onstage/g.php?MTID=e1d362d785372a206a9e12e120811c627>

To join the audio conference only

US TOLL: +1-415-655-0001

Global call-in numbers: <https://njpa.webex.com/njpa/globalcallin.php?serviceType=EC&ED=491351762&tollFree=0>

Access code: 660 414 994

For assistance

You can contact National Joint Powers Alliance at:

vidcon@njpacoop.org

<https://www.webex.com>

IMPORTANT NOTICE: This WebEx service includes a feature that allows audio and any documents and other materials exchanged or viewed during the session to be recorded. By joining this session, you automatically consent to such recordings. If you do not consent to the recording, discuss your concerns with the meeting host prior to the start of the recording or do not join the session. Please note that any such recordings may be subject to discovery in the event of litigation.

Acknowledgment of Addendum One (1) to RFP 120716 emailed on November 16, 2016.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

Please include this signed Addendum with your RFP response.



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

02/24/2021

Quote ID#27152 R1

Joseph Kickel
City of Cleveland Heights
Public Works
40 Severance Circle
Cleveland Heights, Ohio 44118

Dear Joseph Kickel,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
Two (2) New/Unused (2022 Ford Super Duty F-350 SRW (F3A) XL 2WD Reg Cab 8' Box 142" WB) delivered to your department yard, each for

	(1) Contract Price	(2) Two Unit's
Price	\$ 31,709.07	\$ 63,418.14
Tax (0.00%)	\$ 0.00	\$ 0.00
Total	\$ 31,709.07	\$ 63,418.14

-per your attached specifications:

This vehicle(s) is available under the Sourcewell (Formerly known as NJPA) 120716-NAF.
Please reference this Contract Number on all Purchase Orders to National Auto Fleet Group.
Payment terms are Net 20 days after receipt of vehicle.
Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Office (855) 289-6572
Fax (831) 480-8497



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
996	ENGINE: 6.2L 2-VALVE SOHC EFI NA V8 FLEX-FUEL, (STD)
TRANSMISSION	
Code	Description
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)
WHEELS	
Code	Description
64A	WHEELS: 17" ARGENT PAINTED STEEL, -inc: painted hub covers/center ornaments (STD)
TIRES	
Code	Description
TD8	TIRES: LT245/75RX17E BSW A/S (4), -inc: Spare may not be the same as road tire (STD)
PRIMARY PAINT	
Code	Description
Z1	OXFORD WHITE
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder and driver's side manual lumbar
AXLE RATIO	
Code	Description
X37	3.73 AXLE RATIO, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
85L	DROP-IN BEDLINER (PRE-INSTALLED)
91S	AMBER LED WARNING STROBES (PRE-INSTALLED), -inc: center high-mounted stop

	light bar and 2 hood mounted lights
61N	FRONT & REAR WHEEL WELL LINERS (PRE-INSTALLED)
76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED)
OPTION PACKAGE	
Code	Description
610A	ORDER CODE 610A

Fleet/Non-Retail Ford Super Duty F-350 SRW XL 2WD Reg Cab 8' Box 142" WB

WINDOW STICKER

Ford Super Duty F-350 SRW XL 2WD Reg Cab 8' Box 142" WB

CODE	MODEL	MSRP
F3A	<i>2022</i> Ford Super Duty F-350 SRW XL 2WD Reg Cab 8' Box 142" WB	\$35,745.00
OPTIONS		
996	ENGINE: 6.2L 2-VALVE SOHC EFI NA V8 FLEX-FUEL, (STD)	\$0.00
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)	\$0.00
64A	WHEELS: 17" ARGENT PAINTED STEEL, -inc: painted hub covers/center ornaments (STD)	\$0.00
TD8	TIRES: LT245/75RX17E BSW A/S (4), -inc: Spare may not be the same as road tire (STD)	\$0.00
Z1	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder and driver's side manual lumbar	\$0.00
X37	3.73 AXLE RATIO, (STD)	\$0.00
85L	DROP-IN BEDLINER (PRE-INSTALLED)	\$350.00
91S	AMBER LED WARNING STROBES (PRE-INSTALLED), -inc: center high-mounted stop light bar and 2 hood mounted lights	\$675.00
61N	FRONT & REAR WHEEL WELL LINERS (PRE-INSTALLED)	\$325.00
76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED)	\$140.00
610A	ORDER CODE 610A	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$37,235.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,695.00
TOTAL PRICE	\$38,930.00

Est City: 20 MPG
Est Highway: 24 MPG
Est Highway Cruising Range: 432.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel
Transmission: TorqShift 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery
3.73 Axle Ratio
GVWR: 10,100 lb Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
157 Amp Alternator
Class V Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
4160# Maximum Payload
HD Shock Absorbers
Front Anti-Roll Bar
Firm Suspension
Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

EXTERIOR

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments
Tires: LT245/75Rx17E BSW A/S (4) -inc: Spare may not be the same as road tire
Regular Box Style
Steel Spare Wheel
Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Manual Extendable Trailer Style Mirrors

Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Autolamp Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting
Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light

ENTERTAINMENT

Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Radio w/Seek-Scan
Fixed Antenna
SYNC Communications & Entertainment System -inc: enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port

INTERIOR

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
FordPass Connect 4G Mobile Hotspot Internet Access
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Underhood And Pickup Cargo Box Lights
Smart Device Remote Engine Start

Instrument Panel Covered Bin and Dashboard Storage
Manual 1st Row Windows
Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Display
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
Air Filtration

SAFETY

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
Back-Up Camera

Proposed:

RESOLUTION NO. 45-2021 (CRR)

By Council Member Russell

A Resolution in support of Tax Fairness and Public Services Act; and declaring an emergency.

WHEREAS, the pandemic has exposed inequities that call on elected leaders to install fairness in tax policy that prioritizes the need to support our public services and workforce; and

WHEREAS, corporations have seen a steady reduction in state taxes since 2005 yet they rely on the same roads and bridges, broadband infrastructure, water and sewer facilities, safety services, and public transportation as the workers who have seen their wages stagnate and their share of the tax burden increase; and

WHEREAS, policies must reflect the importance a well-educated, happy, and healthy workforce of growth, prosperity, and profitability of business; and

WHEREAS, it is imperative that Ohio invests in providing access to quality, affordable childcare and early education opportunities, expanding accessibility to high-speed broadband to all corners of the state, and making sure public infrastructure is safe for our communities and environment; and

WHEREAS, the pandemic has exposed the consequences of the historical failure to adequately fund public services through reductions in the local government fund and decreased investment in public health, transportation, infrastructure, and social services.; and

WHEREAS, Ohio has witnessed that at-risk communities suffer most in times of crisis from underfunded public services; and

WHEREAS, in order to make the needed investments in our public services, the local government fund should be reinstated to former levels and special interest tax loopholes should be closed; and

WHEREAS, Ohio's woefully low severance tax on the oil and gas industry should be increased, and the Corporate Profits tax should be reestablished.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The City of Cleveland Heights hereby expresses its approval and support for the Tax Fairness and Public Services Act ("the Act"). The Act stands to greatly increase economic opportunity in Ohio and give access to quality, affordable childcare, and early education opportunities, expand accessibility to high-speed broadband to make sure our environment, public infrastructure is safe for our communities in all corners of this state.

SECTION 2. Reinstating the local government fund to its former levels will give the City an opportunity to provide better public health, transportation, infrastructure, and social and safety services needed to support our residents.

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 4. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to express support and approval of the foregoing at the earliest time possible. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

RESOLUTION NO. 45-2021 (CRR)

Proposed: 4/5/2021

ORDINANCE NO. 46-2021 (F)

By Council Member

An ordinance to amend certain subparagraphs of Ordinance No. 127-2020 (F) and subsequent amending ordinances, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2021 and declaring an emergency.

BE IT ORDAINED by the Council of the City of Cleveland Heights that:

SECTION 1. Certain subparagraphs of Ordinance No. 127-2020 (F) and subsequent amending ordinances all relating to appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2021 be, and the same hereby are increased, decreased and/or transferred in the amounts set forth in Exhibit 1.

SECTION 2. All expenditures of the City of Cleveland Heights within the fiscal year ending December 31, 2021, shall be made within the appropriations herein provided. "Appropriation" as used herein means the total amount appropriated for the individual fund. Notwithstanding the financial detail herein presented within an individual fund, the City Manager is authorized to transfer budgeted amounts within each fund, so long as the total amount appropriated for each individual fund is not exceeded.

SECTION 3. Notice of the passage of this ordinance shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one paper of general circulation in the city of Cleveland Heights.

SECTION 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the ongoing and continuous need to preserve the faith and credit of the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON STEIN
President of the Council

ORDINANCE NO. 46-2021 (F)

AMY HIMMELEIN
Clerk of Council

PASSED:

ORDINANCE NO. 46-2021 (F)

Exhibit 1

Fund	Department	Object	Reason	Previously Approved Budget	Requested Change	Revised Budget
101 - General	7402 - Housing Inspections	O.T.P.S.	Increase for fees to collect permit revenue via credit card.	46,800.00	40,000.00	86,800.00
208 - CDBG Resource	5203 - CDBG Admin Contracts	O.T.P.S.	Increase for 2020 carryover that was not utilized in 2020.	248,000.00	10,000.00	258,000.00
214 - Local Programming	2108 - General Operations	O.T.P.S.	Increase appropriations to pay for a penalty from the IRS related to second quarter 2020.	96,971.46	6,766.47	103,737.93
402 - Financed Capital Projects	3101 - Finance	Capital	Transfer for purchase of police vehicles.	327,766.71	(157,126.40)	170,640.31
	6203 - Refuse Coll/Transfer Sta	Capital	Increase for purchase of refuse equipment related to automation.	3,022,000.00	307,800.00	3,329,800.00
	7201 - Police Admin	Capital	Transfer for purchase of police vehicles.	0.00	157,126.40	157,126.40
858 - Miscellaneous Agency	7201 - Police Admin	O.T.P.S.	Increase to return confiscated funds during 2021.	0.00	75,000.00	75,000.00
Total				3,741,538.17	439,566.47	4,181,104.64



CLEVELAND HEIGHTS

Monday, March 15, 2021 Minutes

COMMITTEE OF THE WHOLE

6:49 – 7:42 p.m.

Mayor Stein presiding

Roll Call: Present: Dunbar, Hart, Russell, Seren, Stein, Ungar
Excused: None

Staff present: Boland, Butler, Clinkscale, Hanna, Himmelein, Mecklenburg, Niermann O'Neil, Smith, Trupo, Zamft

Topics discussed: Charter Amendment, Curfew (history and enforcement), Council rules regarding events, logos, etc., Other

CITY COUNCIL

7:52 – 9:08 p.m.

Mayor Stein presiding

Roll Call: Present: Dunbar, Hart, Russell, Seren, Stein, Ungar
Excused: None

Staff present: Boland, Butler, Clinkscale, Hanna, Himmelein, McRae, Mecklenburg, Niermann O'Neil, Smith, Trupo, Zamft

Minutes from the City Council meeting held Monday, March 1, 2021 were approved with submitted edits.

Personal communications received from citizens (via electronic mail)

Amy Himmelein read a comment from Robin Koslen regarding a petition to make Cumberland and Purvis pools available to all residents in the school district.

Amy Himmelein read a comment from Anne Billington stating that it would be difficult for senior citizens to take trash bins to the curb. Susanna Niermann O'Neil stated that Amy Jenkins from the Senior Center is working on outreach to senior citizens and disabled residents with similar issues.

Amy Himmelein read a comment from Alex Maher stating repairs are needed at the Cain Park skate park.

Amy Himmelein read a comment from Cory Farmer stating that the youth curfew should be removed. He asked that the Council finish making appointment to the Racial Justice Task Force with consideration to those with backgrounds in African American/Ethnic Studies and Critical Race Theory. Susanna Niermann O'Neil stated the Chief of Police has a report about curfew and recommendations which will be given on March 29.

Amy Himmelein read a comment from Carla Rautenberg and Len Friedson stating that it is a dangerous idea to have restaurant patrons in the curb lane of Cedar-Fairmount It was suggested to temporarily close a section of Surrey Rd. and also use the top deck of the parking garage once repaired.

Amy Himmelein read a comment from Steven Romick stating that the vacant property south of Burlington Court Condominiums needs trees cut as they are falling very near to the parking lot.

Amy Himmelein read a comment from Branden Ve regarding unmaintained rental properties in the city and lack of enforcement.

Amy Himmelein read a comment from Larry Dukes requesting lights be repaired or replaced in Lot 10 on Mayfield.

Amy Himmelein read a comment from Rosa Kovacevich requesting an update on traffic stop data provided to CSU's Diversity Institute. Susanna Niermann O'Neil stated the Chief is going to address some of this in her remarks, but we are working with Dr. Dunn and planning April meetings for the community to respond to documents.

Amy Himmelein read a comment from France Mentch requesting that a Meadowbrook Lee park be placed on the agenda for discussion.

Report of the City Manager

Request permission for the City Manager to negotiate with Start Right Community Development Corporation, Ozanne Construction Co., Borden Design Partnership, Liberty Development Company, and Amato Homes regarding the Neighborhood Redevelopment Program, Phase One

Matter of Record

Refer to: Planning and Development Committee

Council Member Russell requested that all three contracts have non-discrimination clauses. Council Member Hart agreed with this request.

Susanna Niermann O'Neil addressed some public comments. A crew had been dispatched to Lot 10 to repair the lights. A Housing Inspector will go out today to the rental property Mr. Ve mentioned and issue a violation to the owner.

Resolution 24-2021 will be pulled from the agenda to allow for further discussion with FutureHeights.

The inclusive special needs playground will be implemented at Forest Hill which will use some funds from Cuyahoga County and grants.

Report of the Chief of Police

Chief Mecklenburg stated that on Friday of last week around 12:48, officers responded to gunshots at Beachwood and Compton. There was a disturbance between a boyfriend and girlfriend earlier that day. Threats were made to her and family members. The boyfriend arrived on at the residence and pointed a gun out of his vehicle window and a family member fired some shots at him from the house. The person who fired shots immediately surrendered to police and the boyfriend fled the scene. The boyfriend will be charged with aggravated menacing and the male from the house will face charges as well. A neighbor that was in his car did sustain an injury to his leg.

The Chief stated she is meeting with the Diversity Institute representatives tomorrow and they're in the process of finalizing four policies that will be the subject of the town hall meetings. Those subjects are vehicle pursuits, use of force, bias based policing, and recruitment and selection. CSU has until March 31 to complete their data analysis. More details are to come regarding the town hall meetings.

Council Member Ungar asked for an update on the Ring project and how video would be requested from residents. Chief Mecklenburg stated nothing had been finalized, but this would allow her to give updates to residents regarding anything that has to do with public safety. Residents would have the option to voluntarily and anonymously supply video to the police. Council Member Ungar asked the Chief to give updates as they come and provide reassurance that providing video is voluntary.

Council Member Dunbar asked the Chief for an update on the Police Academy which is paused during COVID. Chief Mecklenburg stated there were a number on reasons it is on hold. The Commander who ran the academy for years recently retired, so new instructors needed certified in certain topics. They are utilizing it for internal training for Cleveland Heights police on issues like de-escalation and legal updates.

Report of the Clerk of Council

No report.

COMMUNITY RELATIONS AND RECREATION COMMITTEE

Council Member Russell stated she is excited for the upcoming Forest Hill Park. Denison Park court will get a new blacktop, new hoops, and new backboards this year.

On Friday of last week, 13 Council Members from different suburbs got together to discuss that suburban areas aren't getting the COVID-19 vaccinations. The Governor's Office Emailed Sunday night with 250 access codes to be able to give to Cleveland Heights residents aged 50+ interested in receiving the vaccination. If you're interested, contact her at councilwomanrussell@gmail.com.

Council Member Russell requested legislation regarding the PRO Act, DoorDash fees, and Tax Fairness

Cleveland Heights is estimated to get over \$40 million from the Biden's relief plan. She stated she would like any city employees who had to take furlough be made whole. She will also ask for funds to go to the Taylor-Noble area.

Council Member Russell stated she'd been against discussing appointees to Council because those discussions sometimes include personal and financial topics which she considers private. Council has been deliberating for a long time and the two people she chose will not get support from a majority of Council.

Council Member Russell made a motion to appoint Craig Cobb to the Council vacancy. Council Member Hart seconded the motion. Council President Stein asked if there was any discussion on the topic. Council Member Hart stated he was not her first choice, but he is a good choice and it is time to move on. Council Member Dunbar voiced her support for Craig Cobb's appointment. Council Member Ungar thanked Council Members Hart and Russell for their compromise for the good of the city and complimented their character. Council Vice President Seren stated it is generally a bad move to appoint someone twice and provide an incumbent advantage to someone in two elections. Council Vice President Seren stated Craig Cobb is an intelligent, honorable, and brave person, but he believes this is the wrong move.

Council Vice President Seren stated he had provided a compromise previously with T. Nadas who would not run in the upcoming election, but he did not get a second to that motion. Council Member Hart stated that she believed when Council was not given the opportunity to discuss it, review his interview, or discuss other candidates during that discussion, you shouldn't be surprised to not get a second. Council Vice President Seren stated that you provide a second so you can proceed to discussion as a deliberative body.

Council Member Russell stated she agrees with Council Vice President Seren that Mr. Cobb should not be appointed twice, but she knew there wouldn't be a unanimous vote for her choices. She stated there were moments from the campaign between her and Mr. Cobb that were part of the reason he was not her first choice.

Council Vice President Seren stated he understood and there will be people that agree and disagree regardless of who is appointed. Council Member Russell stated she didn't consider him an incumbent since it is done as appointment instead of election.

Council President Stein stated that Council has deliberated and spent countless hours to reach a consensus. He stated Craig is well qualified and cares deeply about Cleveland Heights.

Roll Call: Ayes: Hart, Russell, Stein, Ungar, Dunbar

Nays: Seren

Motion Passed

Council Member Russell stated to the people she chose – she believes they will run a good race and they will be successful. She congratulated Mr. Cobb. It is time to move forward.

FINANCE COMMITTEE

Council Member Hart asked Susanna Niermann O'Neil for an update on Top of the Hill income taxes. Susanna replied that Tim Boland is working on that and it will be provided as soon as it is complete.

Council Member Hart congratulated Mr. Cobb. She stated she hadn't chosen him because he'd been voted out, but it was an opportunity to move ahead.

MUNICIPAL SERVICES COMMITTEE

Council Member Dunbar stated she was having a fence variance reviewed by ABR, so now she knows what residents go through and it is an educational experience.

Council Member Dunbar stated she knows Craig cares a lot and puts time into understanding the issues and she's looking forward to welcoming him into the Council.

PLANNING AND DEVELOPMENT COMMITTEE

PUBLIC SAFETY AND HEALTH

Council Member Ungar stated he had zero reservations about Craig Cobb, not because they never disagreed but because he is a class act. He served with distinction on Planning Commission and Council. There were four strong finalists and he wishes luck to them.

ADMINISTRATIVE SERVICES COMMITTEE

ORDINANCE NO. 20-2021 (AS), *Second Reading*. An Ordinance establishing salary schedules, position classifications and other compensation, and benefits for officers and employees of the City

Introduced by Council Vice President Seren, Seconded by Council Member Ungar

Roll Call: Ayes: Russell, Seren, Stein, Ungar, Dunbar, Hart
Nays: None

Legislation Passed

ORDINANCE NO. 25-2021 (AS), *First Reading*. An Ordinance amending various Sections of Chapter 749, “Fair Practices” of the Codified Ordinances of the City of Cleveland Heights to include Source of Income as a prohibited, discriminatory rationale for the purposes of fair housing practices.

Introduced by Council Vice President Seren

Legislation Introduced

Council Vice President Seren spoke about the importance of supporting people in the ability to obtain safe and secure housing. Secure housing affects maintenance of a job and schooling. It is better for our schools, kids, and neighborhoods because people who have longevity in a neighborhood are more likely to be neighbors. Examples of the sources of income covered in this are housing vouchers and emergency assistance.

Council Vice President Seren congratulated Craig for his appointment. He looks forward to working with him. He reiterated that this compromise could have gone a different way – looking at all the other candidates that applied or opening up the application period again.

Council Vice President Seren moved to appoint Peggy Spaeth to the Recreation Advisory Committee which was seconded by Council Member Russell. Council Vice President Seren stated Peggy is an active, longtime resident that has been integral to a variety of initiatives in the city. Council Member Dunbar asked if she had submitted an application and Council Vice President Seren stated that was correct.

Roll Call: Ayes: Seren, Stein, Ungar, Dunbar, Hart, Russell
Nays: None

Motion Passed

Consent Agenda

Note: Individual Consent Agenda items are not discussed separately during the Council meeting, unless removed from the Consent Agenda on the request of a member of Council. Once an item is removed from the Consent Agenda it will be placed on the Regular Agenda.

ORDINANCE NO. 26-2021 (F). An ordinance to amend certain subparagraphs of Ordinance No. 127-2020 (F) and subsequent amending ordinances, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2021

RESOLUTION NO. 27-2021 (PSH). A Resolution expressing approval and support for the Hands-Free Ohio provisions in Governor DeWine's state budget proposal

Motion to suspend rules by Council Vice President Seren, Seconded by Council Member Hart

Roll Call: Ayes: Stein, Ungar, Dunbar, Hart, Russell, Seren
Nays: None

Motion Passed

Motion to adopt the legislation by Council Member Dunbar, Seconded by Council Member Hart

Roll Call: Ayes: Ungar, Dunbar, Hart, Russell, Seren, Stein
Nays: None

Legislation Passed

Council President's Report

No report.

NEXT MEETING OF COUNCIL: MONDAY, APRIL 5, 2021

Respectfully submitted,

Jason S. Stein, Mayor

Amy Himmelein, Clerk of Council
/jkc

DRAFT