

City of Fayetteville Staff Review Form

2022-0386

Legistar File ID

5/17/2022

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Mike Reynolds

4/27/2022

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve the purchase of Spacesaver mobile storage systems and shelving for the new police headquarters building from Patterson-Pope and other dealers as authorized through Sourcewell Cooperative Purchasing (Sourcewell) contract #010920-SPC-2022 in the amount of \$253,919.34 including applicable taxes and shipping fees, and on an as-needed basis through 03/25/2024 in addition to any available renewal terms.

Budget Impact:

4470.200.8200-5801.00	Sales Tax Capital Improvments																																																								
Account Number	Fund																																																								
02047.7900.8802	Police HQ Bldg - Equipment/Furnishings																																																								
Project Number	Project Title																																																								
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Budgeted Item?</td> <td style="width: 10%;"><u>Yes</u></td> <td style="width: 30%;"></td> <td style="width: 30%;"></td> </tr> <tr> <td>Does item have a cost?</td> <td><u>Yes</u></td> <td>Current Budget</td> <td>\$ 267,098.00</td> </tr> <tr> <td>Budget Adjustment Attached?</td> <td><u>No</u></td> <td>Funds Obligated</td> <td>\$ -</td> </tr> <tr> <td></td> <td></td> <td>Current Balance</td> <td>\$ 267,098.00</td> </tr> <tr> <td></td> <td></td> <td>Item Cost</td> <td>\$ 253,919.34</td> </tr> <tr> <td></td> <td></td> <td>Budget Adjustment</td> <td>\$ -</td> </tr> <tr> <td></td> <td></td> <td>Remaining Budget</td> <td>\$ 13,178.66</td> </tr> </table>	Budgeted Item?	<u>Yes</u>			Does item have a cost?	<u>Yes</u>	Current Budget	\$ 267,098.00	Budget Adjustment Attached?	<u>No</u>	Funds Obligated	\$ -			Current Balance	\$ 267,098.00			Item Cost	\$ 253,919.34			Budget Adjustment	\$ -			Remaining Budget	\$ 13,178.66	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"></td> <td style="width: 10%;"></td> <td style="width: 30%;"></td> <td style="width: 30%;"></td> </tr> <tr> <td></td> <td></td> <td>Current Budget</td> <td>\$ 267,098.00</td> </tr> <tr> <td></td> <td></td> <td>Funds Obligated</td> <td>\$ -</td> </tr> <tr> <td></td> <td></td> <td>Current Balance</td> <td>\$ 267,098.00</td> </tr> <tr> <td></td> <td></td> <td>Item Cost</td> <td>\$ 253,919.34</td> </tr> <tr> <td></td> <td></td> <td>Budget Adjustment</td> <td>\$ -</td> </tr> <tr> <td></td> <td></td> <td>Remaining Budget</td> <td>\$ 13,178.66</td> </tr> </table>							Current Budget	\$ 267,098.00			Funds Obligated	\$ -			Current Balance	\$ 267,098.00			Item Cost	\$ 253,919.34			Budget Adjustment	\$ -			Remaining Budget	\$ 13,178.66
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V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF MAY 17, 2022

TO: Mayor and City Council

FROM: Mike Reynolds, Chief of Police *Mike Reynolds*

DATE: April 27, 2022

SUBJECT: **Mobile Storage Systems and Shelving for New Police Headquarters Building**

RECOMMENDATION:

A resolution to approve the purchase of Spacesaver mobile storage systems and shelving for the new police headquarters building from Patterson-Pope and other dealers as authorized through Sourcewell Cooperative Purchasing (Sourcewell) contract #010920-SPC-2022 in the amount of \$253,919.34 including applicable taxes and shipping fees, and on an as-needed basis through 03/25/2024 in addition to any available renewal terms.

BACKGROUND:

The Police Department has identified Patterson-Pope from Sourcewell as the most cost-effective resource to purchase mobile storage systems and shelving at this time due to its availability on a national cooperative contract. Mobile storage systems is integral to the security of items held in our Property and Evidence Division.

DISCUSSION:

Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments.

Sourcewell's analysts streamline the procurement process by developing national, competitive solicitations that meet or exceed local requirements. Their rigorous process is continually refined to best meet the needs of participating agencies and allows us to offer exceptional products from nationally acclaimed suppliers. The Purchasing Division has conducted a thorough audit and in-depth review resulting in reassurance that this cooperative agreement meets or exceeds the City's procurement requirements.

Purchasing mobile storage systems and shelving through Sourcewell gives the City an opportunity to leverage competitive pricing which is based off a high-volume discount. If the City were to bid these products itself, it would not benefit from the shared purchasing power that the Sourcewell cooperative contract provides. There is no fee to the City to purchase from the contract.

BUDGET/STAFF IMPACT:

Funds are currently budgeted within the Capital Improvements Program's Police Headquarters Building Improvements project number 02047-7900-8802. This purchase has no impact on staffing.

Attachments:

Patterson-Pope Quote
Sourcewell Contract #010920-SPC
List of Authorized Dealers



Proposal

Quote #: Q-47171-1
 Drawing Ver: 332618 2D MOBILE
 Date: 4/27/2022
 Expires On: 5/31/2022

Patterson Pope

Remit To:
 10321 S. Medallion Dr.
 Cincinnati, OH 45241
 Phone: (704) 523-4400
 Fax: (704) 523-4499

Install To

Doug Pope
 Fayetteville Police Department
 1800 Stephen Carr Memorial Blvd
 Fayetteville, AR 72701
 (479) 587-3500
 dpope@fayetteville-ar.gov

Bill To

Fayetteville Police Department
 100 W Rock Street
 Fayetteville, AR 72701

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Paul Myers	pmyers@pattersonpoppe.com		Net 10

Attn: Lieutenant Doug Pope Pretax Selling Price \$235,656.00 plus tax \$18,263.34 for a total price \$253,919.34 on Sourcewell Contract #010920-SPC-2022. Please refer to Drawing #332618-2D for details for storage in multiple rooms with Spacesaver mobile storage systems. Price includes all materials, packaging, freight, inside delivery, and installation by Spacesaver factory certified technicians during normal business hours. Cleanup of area, removal of debris, and warranty. Assumes clear access to all rooms and installation sites. Price is firm until May 31st, 2022. Customer has selected standard color offerings from Spacesaver: Blue Grey BG (25) Hamilton Casework Solutions -Wilsonart Slate Grey (068) Laminates,, Rollok Grey Glimmer and WireCrafters standard Grey. Current Lead time is 15 weeks.

Sub Total:	\$235,656.00
Estimated Total Tax:	\$18,263.34
Grand Total:	\$253,919.34

Important Quote Notes

Applicable sales tax and final shipping charges will be added to the invoice if not indicated above.

Patterson Pope requires a purchase order for each individual accepted quote.

Please provide sign off on final drawings and indicate color choices on your PO.

Signature below indicates acceptance of this proposal and of the attached terms and conditions

Signature: _____ Effective Date: ____/____/____
 Name (Print): _____ Title: _____

Please sign and email to Paul Myers at pmyers@pattersonpoppe.com.

THANK YOU FOR YOUR BUSINESS!

Patterson Pope Terms and Conditions The following terms and conditions shall apply to any Deliverables (defined herein) provided by Patterson Pope, Inc. ("Company") to Client.

1. **Acceptance and Agreement:** The provisions on the pricing page, the purchase order and these Terms and Conditions (collectively, the "Agreement") constitute the entire agreement between Company and Client and supersede all other communications between the parties, whether written or oral, regarding the products and services described in this Agreement ("Deliverables"). The terms of this Agreement are expressly limited to those provided herein, and no purported modification, addition, or waiver of the provisions hereof shall be binding on Company for any purposes unless contained in writing, signed by an authorized representative of Company. The provisions hereof shall be deemed to have been accepted by Client's acceptance of all or any part of the Deliverables. All orders or any changes to such orders shall be subject to acceptance by Company. Change orders requested after receipt of Client purchase order may also incur additional charges. If, for any reason, Client cancels the order, any cancellation, restocking and handling charges will be invoiced. Future purchase orders (or similar engagement documents) and associated pricing pages may reference these Terms and Conditions, and by such reference, these Terms and Conditions shall be incorporated therein.
2. **Payment and Pricing:** Pricing quoted on the pricing page supersedes all previously quoted prices and is good for 60 days from the date of this Agreement. The pricing page may or may not include applicable sales or other taxes required by law; such taxes will be billed to Client and are Client's sole responsibility. This system has been custom designed and will be specially manufactured for your unique requirements. A non-refundable down payment of 40% is due upon order, 30% is due at the time of shipment and 30% is due at the time of completion. Client shall have no authority to assert any offsets or discounts against any payment due, except as expressly agreed to by Company in the pricing page or other signed writing. Client represents and warrants to Company that it is solvent at the time this Agreement is made. Client hereby grants a security interest in the product Deliverables to secure payment to Company and consents to Company filing a financing statement to perfect such security.
3. **Space Requirements:** This system has been specially designed to meet Client's specific requirements; as such, most of the equipment is manufactured on a "per job" basis. Client shall allow Company's representative(s) reasonable access to Client's facilities to confirm whether the space where the Deliverables will be installed matches Client's representations. In the event that the space cannot be field verified before the Deliverables must be ordered and the actual space does not match what had been previously represented, Client is responsible for any delays and additional costs incurred to reconfigure the Deliverables to fit actual space (i.e. extra material, labor, and freight). Notwithstanding any field verification by Company, it is Client's responsibility to be certain the space is suitable for the installation of this equipment (i.e. adequate fire protection and floor load capacity).
4. **Acceptance:** Client shall accept the Deliverables which conform to the requirements of specifications under this Agreement. All claims for errors, shortages, or damage ("Non-conformance") must be made in writing to the respective Account Representative within ten (10) days of Client's receipt of any Deliverables, and Company shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If Client uses the Deliverables before acceptance or fails to promptly notify Company of any Non-conformance then the Deliverables shall be considered accepted by the Client.
5. **Freight and Shipping:** Freight and shipping terms are detailed on the pricing page. In the event that Client or one of its agents refuses delivery for whatever reason on or after the estimated delivery date, Client will be responsible for the payments in accordance to Section 2 and the pricing page in addition to any supplemental storage charges incurred by Company as a result of the delay *unless* the delay is caused by Company, one of its manufacturers, freight carriers, subcontractors, and/or any other agent acting on Company's behalf.
6. **Limited Warranty:** Company warrants its installation services under the Agreement shall be performed with reasonable care in a diligent and competent manner. Company's sole obligation under this warranty shall be to correct any Non-conformance, provided that Client gives Company written notice within ten (10) days after installation is completed. Company does not warrant and is not responsible for any product Deliverables or third party services. Client agrees to look to the third party manufacturer or vendor (and not Company) with respect to all claims regarding such third party products or services as its sole and exclusive remedy. *This section is Company's only warranty concerning the product and service Deliverables, and is made expressly in lieu of, and to disclaim, all other warranties and representations, express or implied, including any implied warranties of merchantability, non-infringement, or fitness for a particular purpose, or otherwise.*
7. **Limitation of Remedy and Liability:** *The maximum liability of Company and Company's principals, directors, officers, agents, employees, personnel, affiliates and their partners shall be the fees Company actually receives under the Agreement for the portion of work giving rise to the liability. In no event shall any of the above be liable to Client or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind whatsoever in connection with the agreement, including but not limited to lost profits, loss of business opportunity, lost savings, and loss of business information.* Client will bear the risk of loss or damage to, or theft of, any Deliverables once delivery has been made to the Client. Any action against Company must be brought within twelve (12) months after the cause of action arises. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control, including but not limited to, strikes, riot, war, fire, flood, storm, explosion, accident, or other acts of God. This contract shall be construed in accordance with the laws of the State of North Carolina (without regard to its choice of law provisions). Claims arising out of or requiring the interpretation of this Agreement shall be brought and litigated exclusively in courts located

within Mecklenburg County, North Carolina, or if a federal court, the court whose district includes Mecklenburg County, North Carolina. This Agreement may not be assigned without prior written consent; provided, however, Company may assign this Agreement in whole or in part, without the Client's consent, in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of the Company's assets, and Client agrees that Company shall be released from any further obligations under this Agreement upon such assignment.

Paul Myers
Patterson Pope, Inc.

4/28/2022
Date

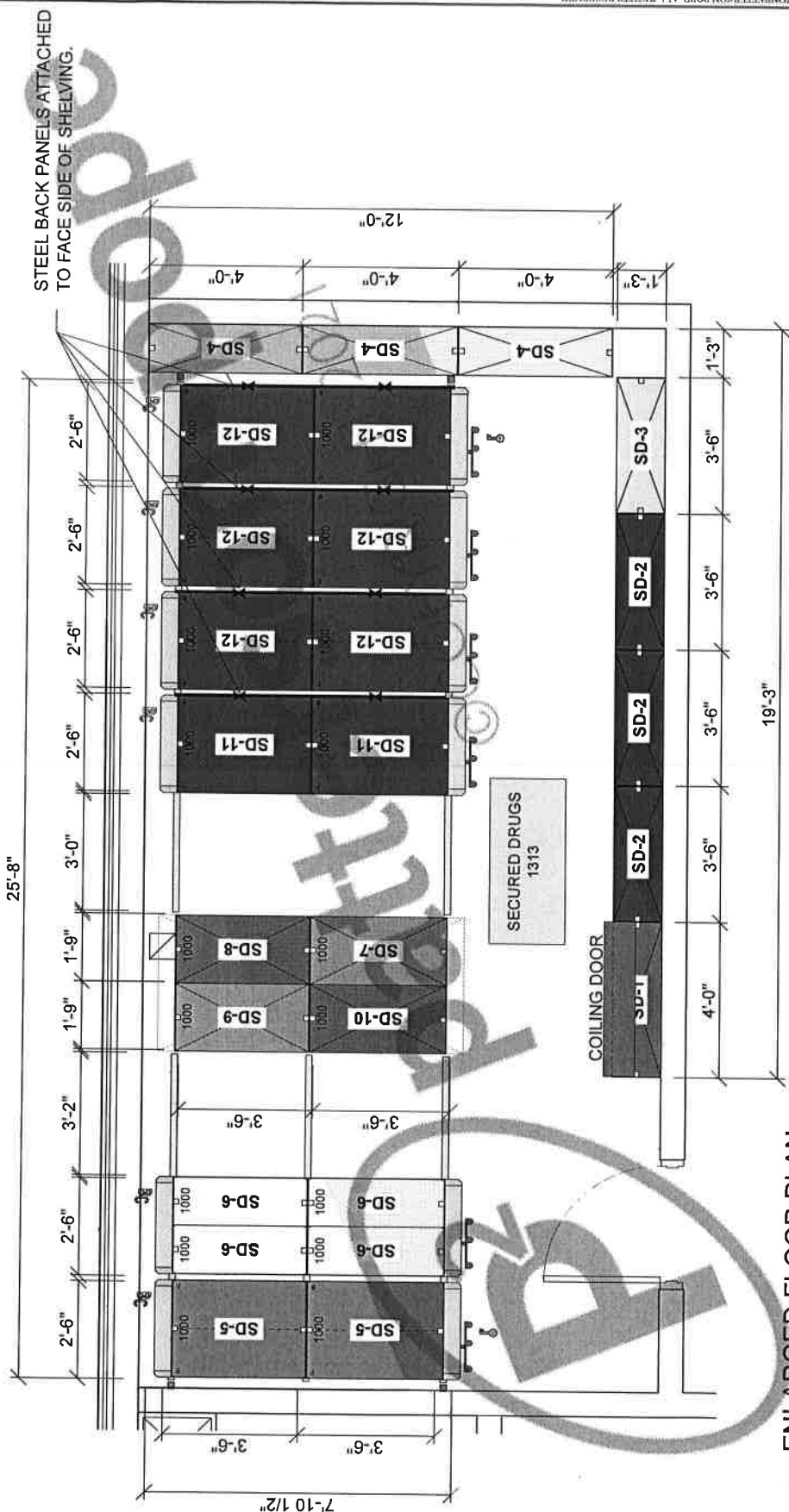
CLIENT

Date


(This Agreement may be signed in counterparts and by facsimile or electronic signature by an authorized representative.)

Purchase Order # _____

FIG. 1: ENLARGED FLOOR PLAN, SECURED DRUGS 1313. DRAWING NO. 332518.2D. SCALE: 3/8" = 1'. DATE: 04/08/2022.

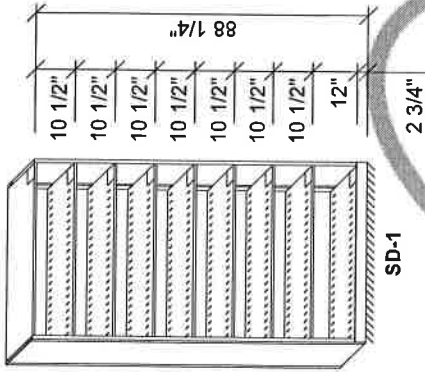


ENLARGED FLOOR PLAN
SECURED DRUGS 1313

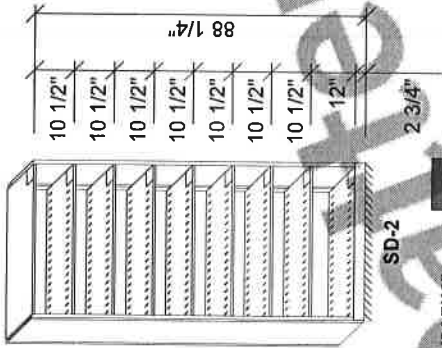
 patterson · pope SPACE MADE SIMPLE.	Project Name: Fayetteville Police Department- MOBILE SHELVING	Project #: 332518.2D Drawn by: A. KLEINHANS Date Printed: 04/08/2022 Deleted:	APPROVAL This drawing Approved By:
	Salesperson: MYERS, PAUL	Rev level:	Scale 3/8" = 1'

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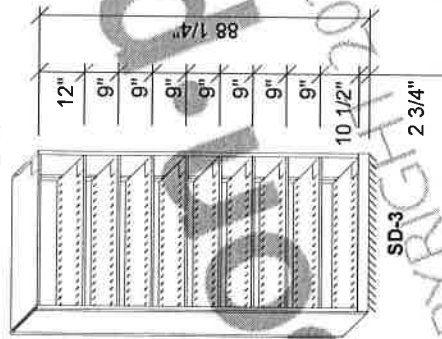
SD-1
H88 1/4"
88 1/4" x 48" x 15"



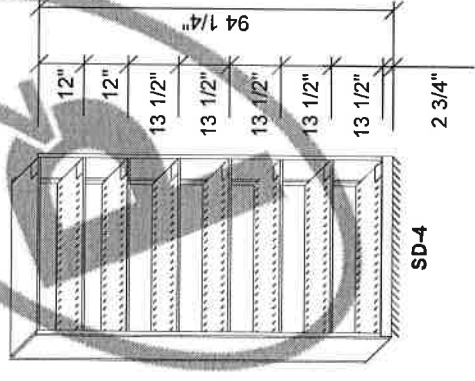
SD-2
H88 1/4"
88 1/4" x 42" x 15"



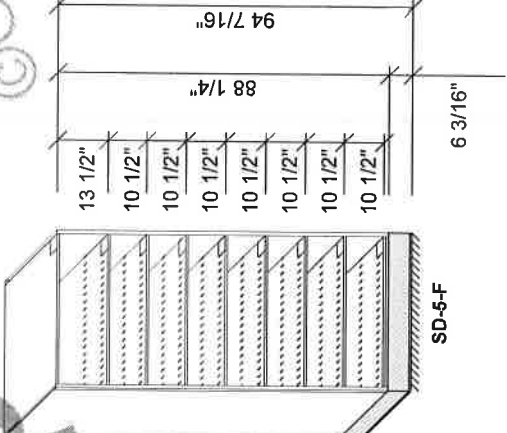
SD-3
H88 1/4"
88 1/4" x 42" x 15"



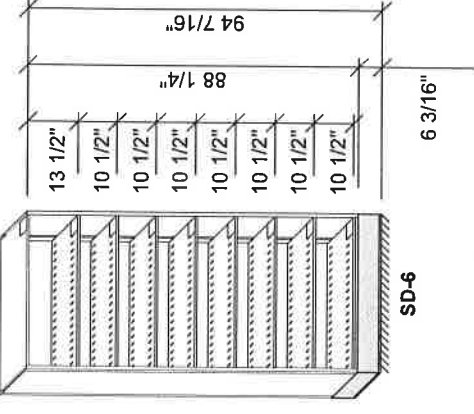
SD-4
H94 1/4"
94 1/4" x 48" x 15"



SD-5
H94 7/16"
88 1/4" x 42" x 30"



SD-6
H94 7/16"
88 1/4" x 42" x 15"



Project Name: Fayetteville Police Department- MOBILE SHELVING

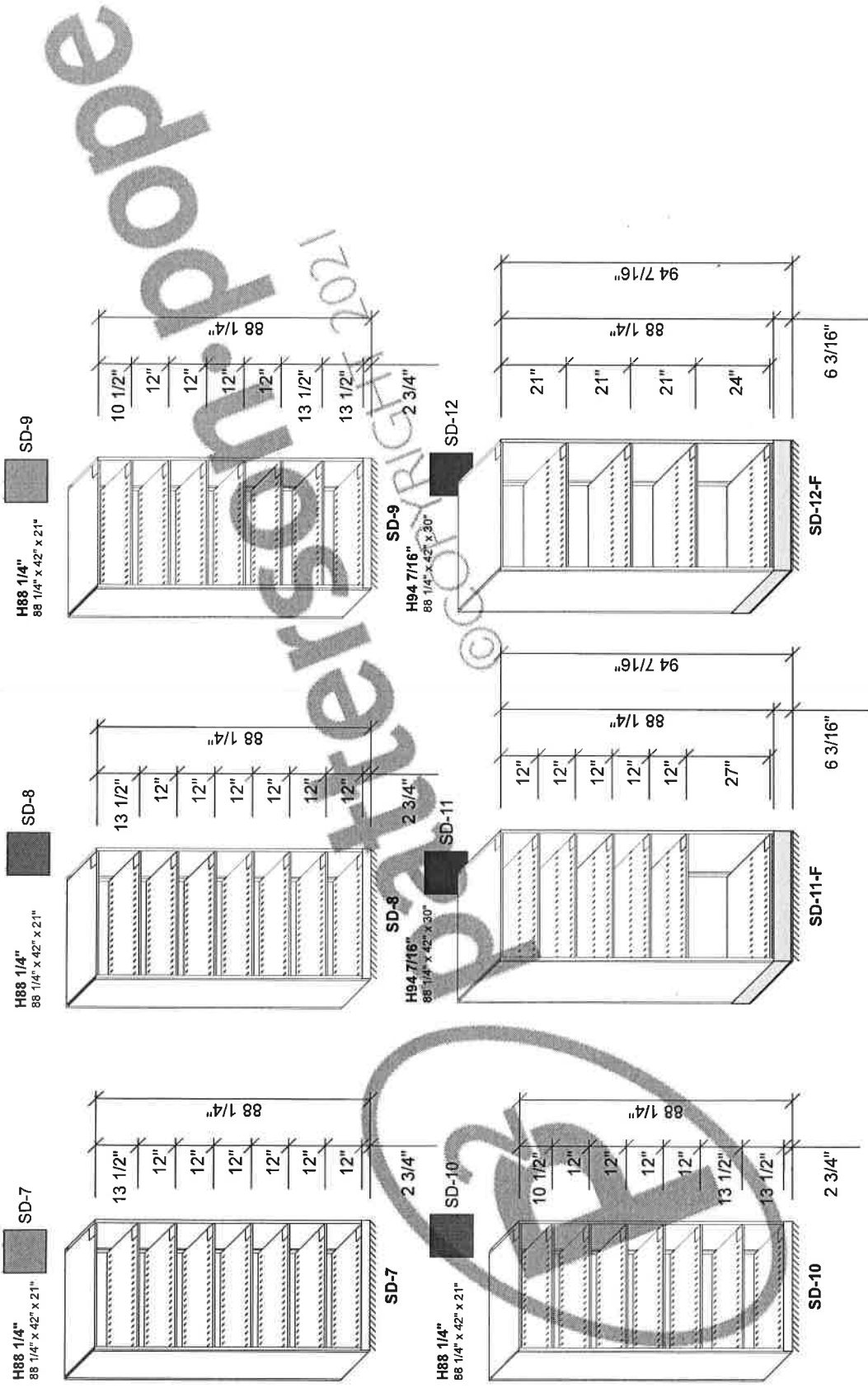
Salesperson:
MYERS PAUL

Scale
3/8" = 1'

Rev level:

Project #: 332518 2D	APPROVAL This drawing Approved By:
Drawn by: A. KLEINHANS	Dated:
Date Printed: 04/08/2022	

ELEVATIONS

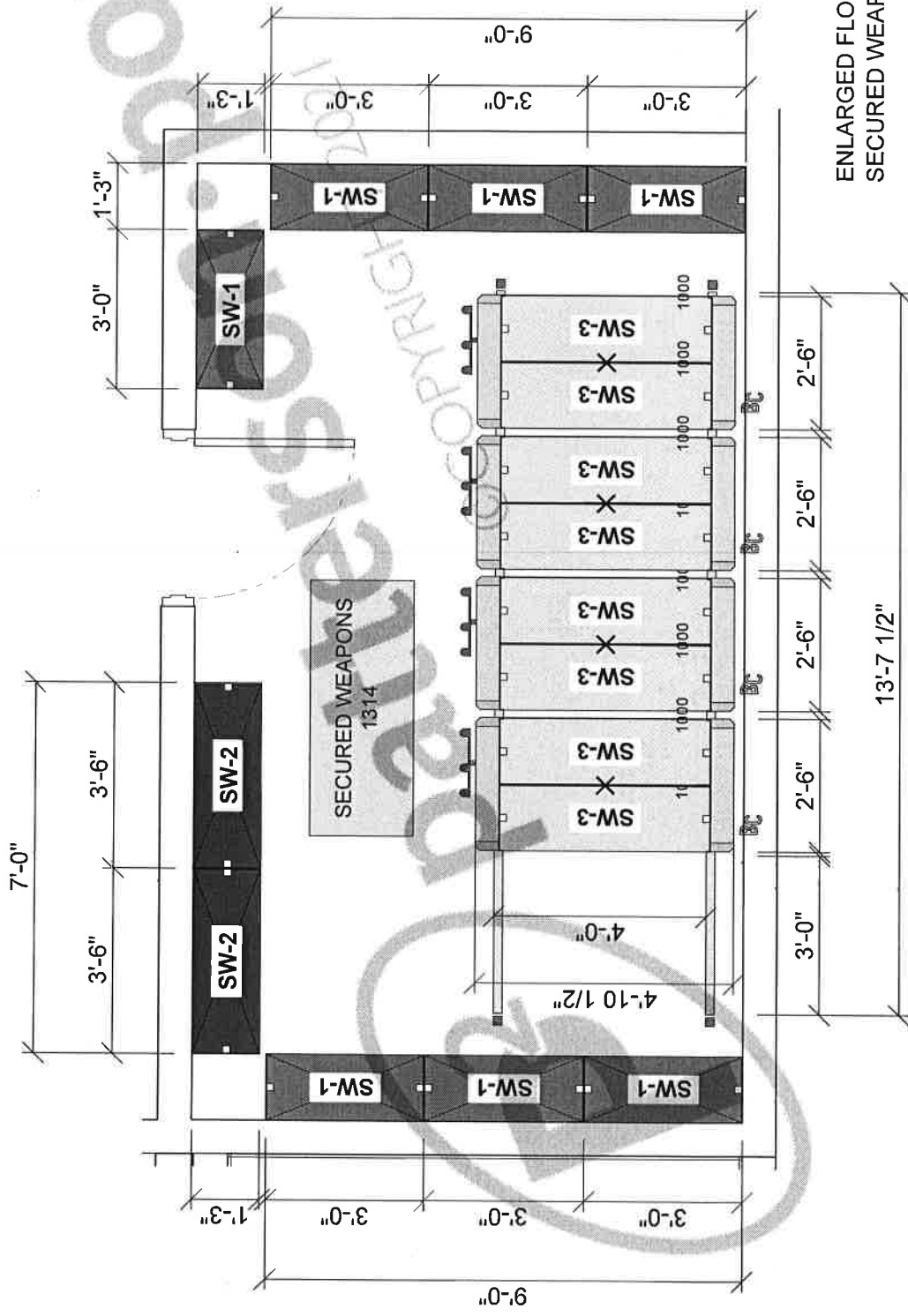


ELEVATIONS

Project #: 332618 2D	APPROVAL This drawing Approved By:
Drawn by: A. KLEINHANS	
Date Printed: 04/08/2022	Dated:

Rev level:	Scale: 3/8" = 1'
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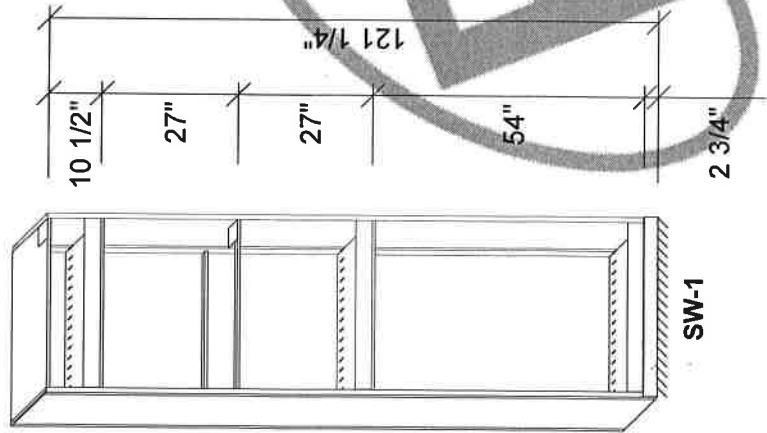
Project Name: Fayetteville Police Department- MOBILE SHELVING
 Salesperson:
 MYERS, PAUL



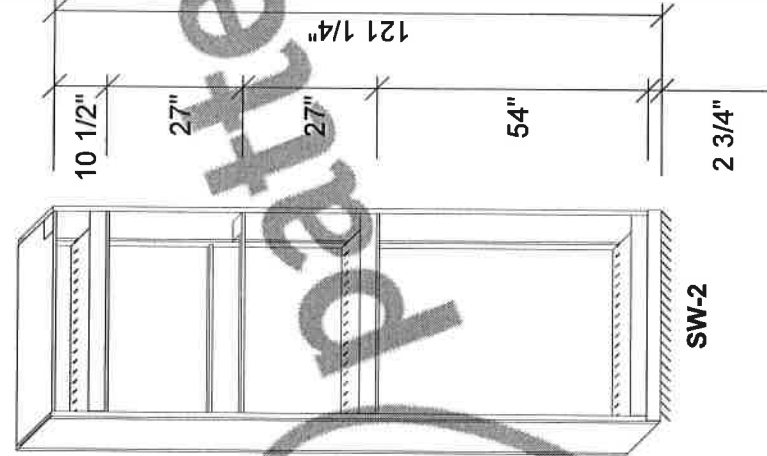
ENLARGED FLOOR PLAN
SECURED WEAPONS 1314

Project Name: Fayetteville Police Department- MOBILE SHELVING		Project #: 332518 2D	APPROVAL This drawing Approved By:
Salesperson: MYERS, PAUL		Drawn by: A. KLEINHANS	Dated: _____
Scale 1/2" = 1'		Date Printed: 04/08/2022	
Rev level:			

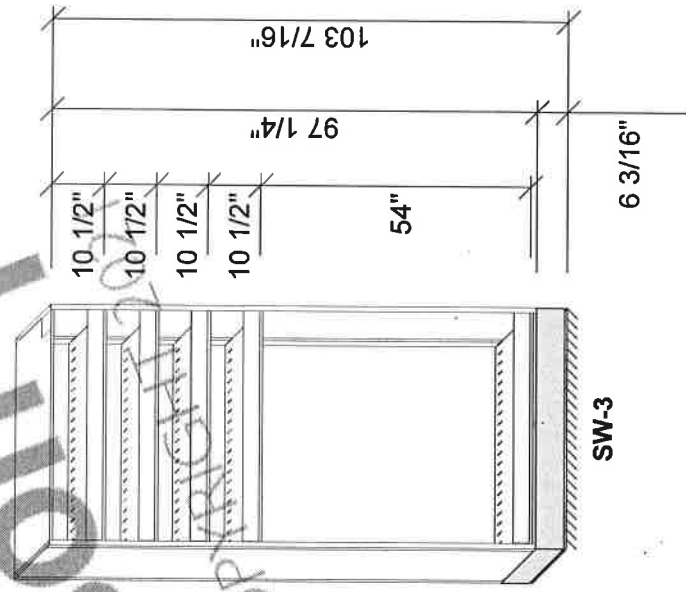
H121 1/4"
121 1/4" x 36" x 15"
SW-1



H121 1/4"
121 1/4" x 42" x 15"
SW-2



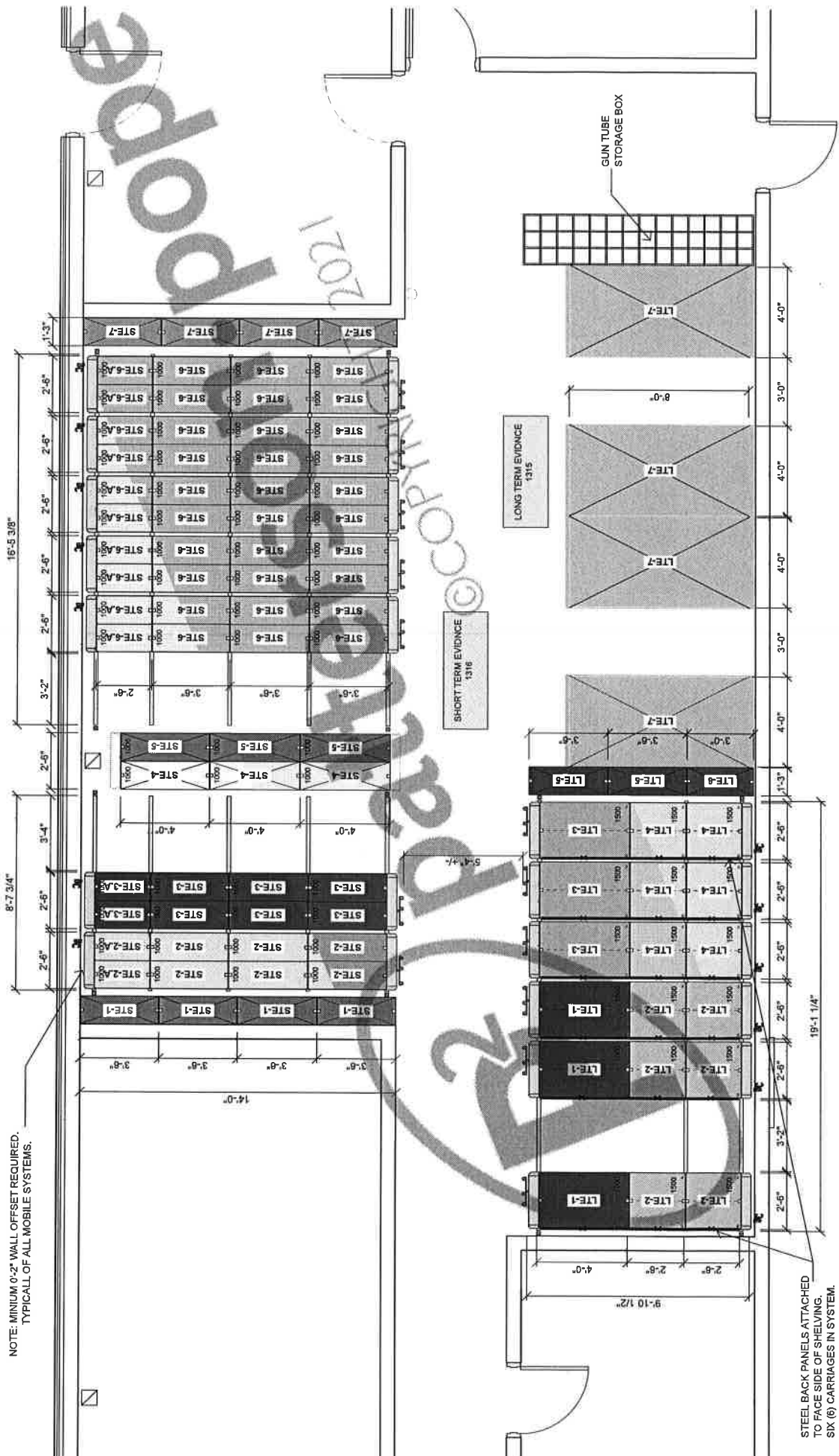
H103 7/16"
97 1/4" x 48" x 15"
SW-3



ELEVATIONS

NOTE: SECTION SW-3 CONTAINS A BACK PANEL

<p>patterson·poppe SPACE MADE SIMPLE.</p>	Project Name: Fayetteville Police Department- MOBILE SHELVEING	
	Salesperson: MYERS, PAUL	Scale 1/2" = 1'
Project #: 332618 2D		APPROVAL This drawing Approved By: _____ Date: _____
Drawn by: A. KLEINHANS		Dated: 04/08/2022
Date Printed:		Deleted: _____



NOTE: MINIMUM 0'-2" WALL OFFSET REQUIRED
TYPICAL OF ALL MOBILE SYSTEMS.

patterson·pope
SPACE MADE SIMPLE

Project Name: **Fayetteville Police Department- MOBILE SHELVING**

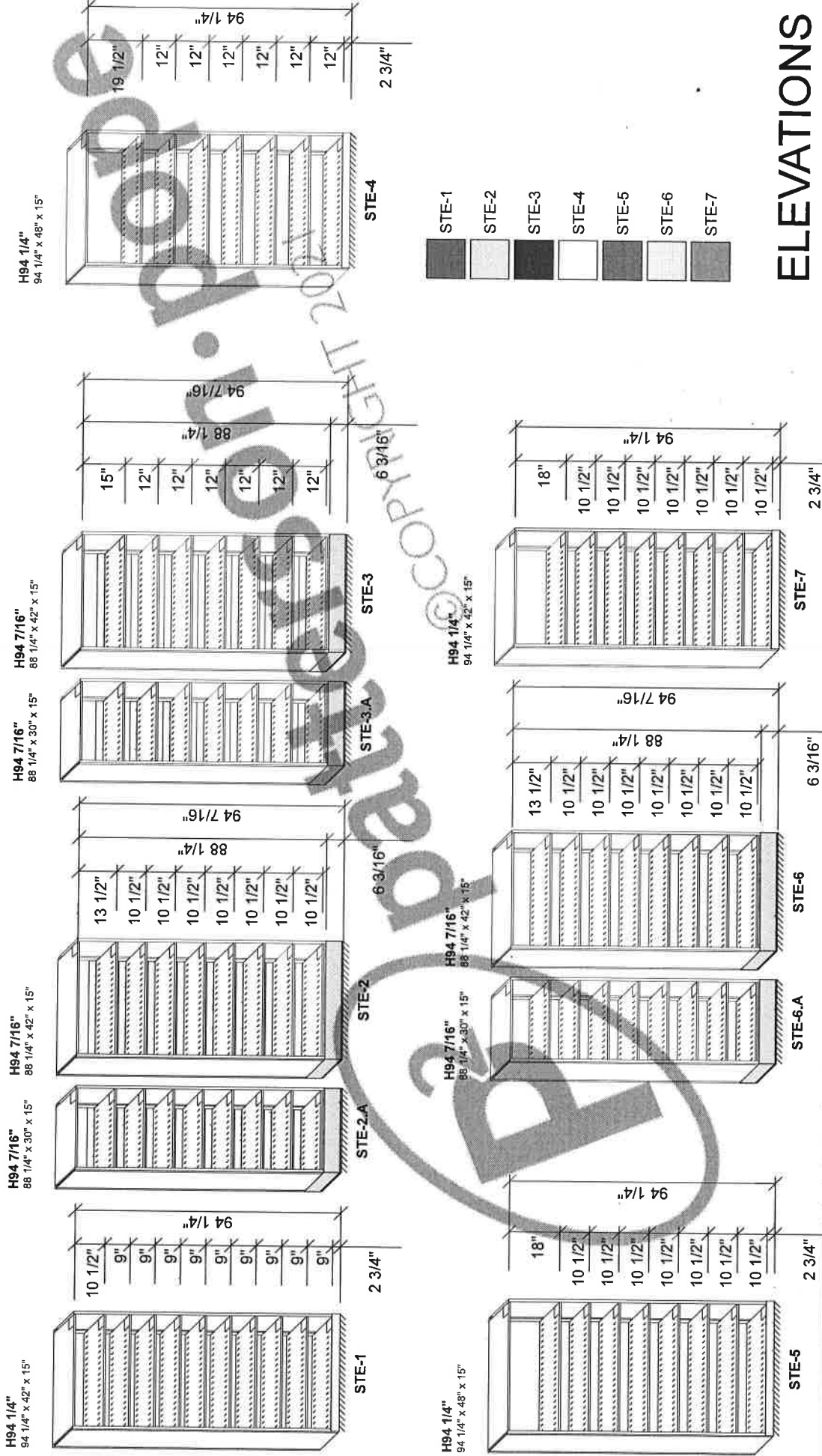
Project #: 332618 2D
 Drawn by: A. KLEINHANS
 Date Printed: 04/08/2022

Scale: 1/4" = 1'

Rev level: _____

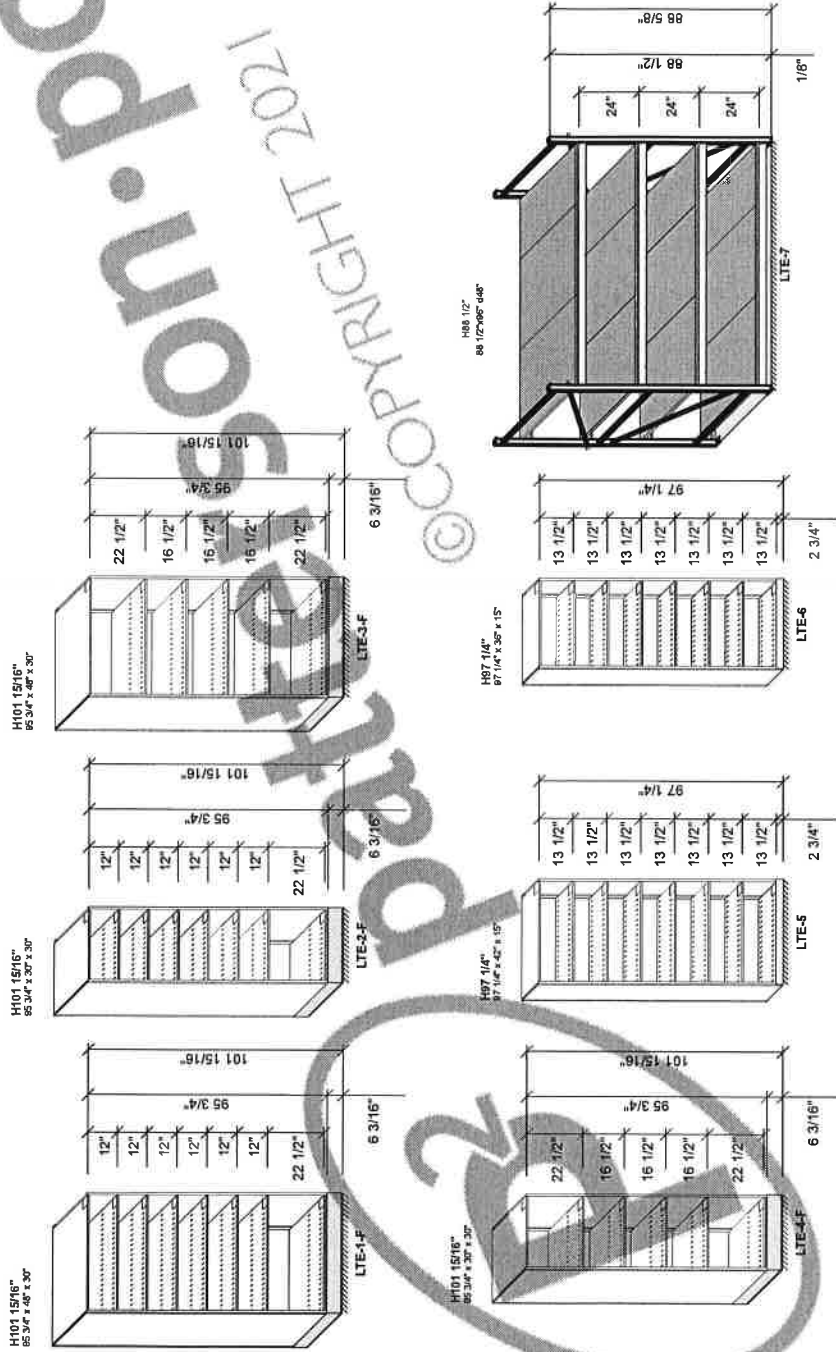
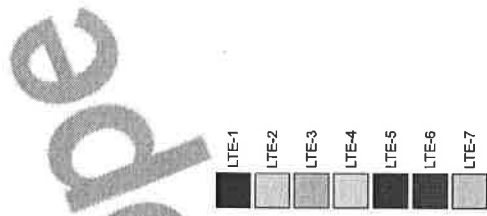
Approval: _____
 This drawing Approved By: _____
 Dated: _____

Salesperson: MYERS, PAUL



ELEVATIONS

<p>patterson · pope SPACE MADE SIMPLE.</p>	Project Name: Fayetteville Police Department- MOBILE SHELVING	Project #: 332618 2D This drawing Approved By: _____ Drawn by: A. KLEINHANS Date Printed: 04/08/2022 Dated: _____
	Scale: 3/8" = 1'	Rev level: _____



ELEVATIONS

Project Name: Fayetteville Police Department- MOBILE SHELVING

Project #: 332618 2D
 Drawn by: A. KLEINHANS
 Date Printed: 04/08/2022

Rev level: _____

Scale: 1/4" = 1'

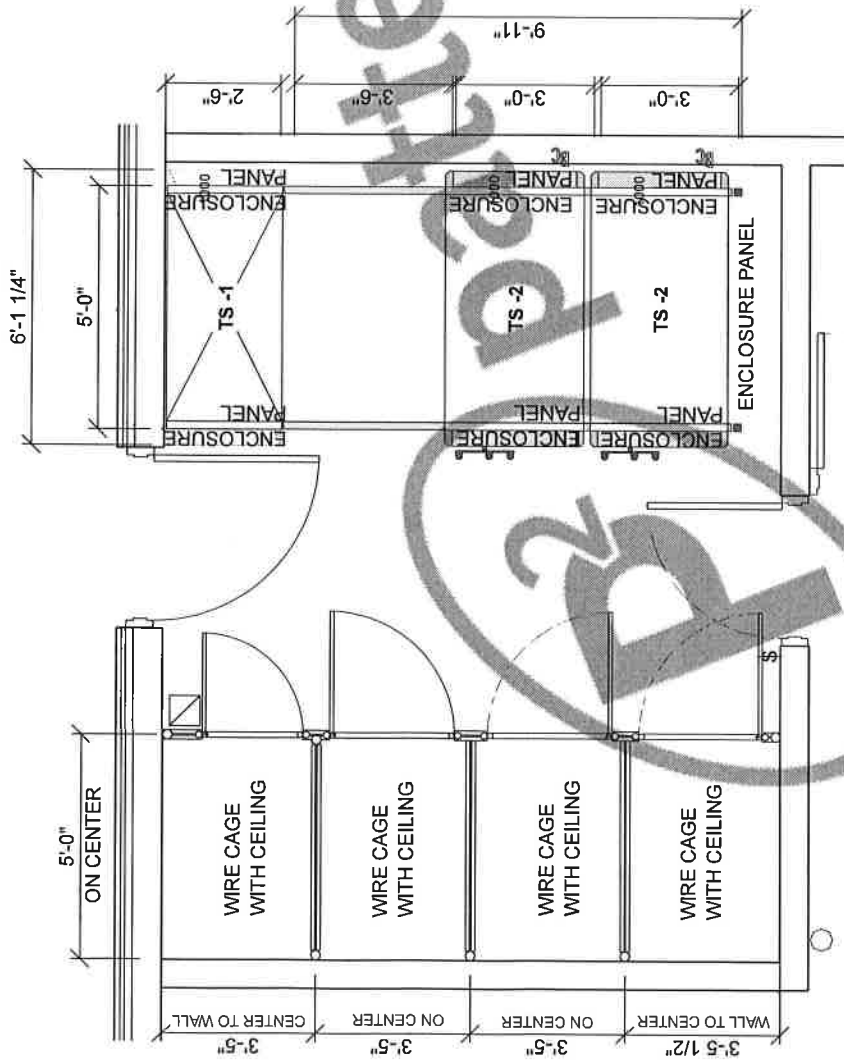
Salesperson: MYERS, PAUL

APPROVAL
 This drawing Approved By: _____
 Dated: _____

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patterson·pope
 SPACE MADE SIMPLE

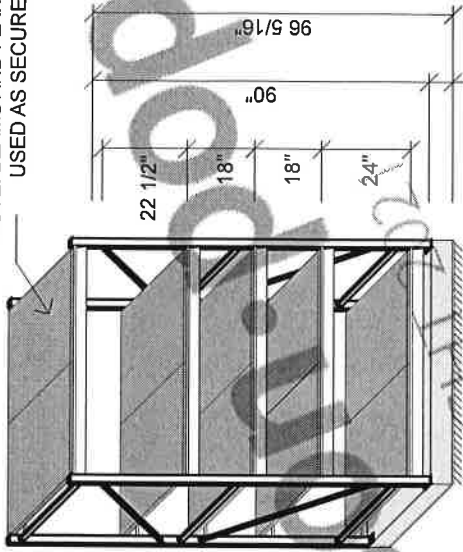
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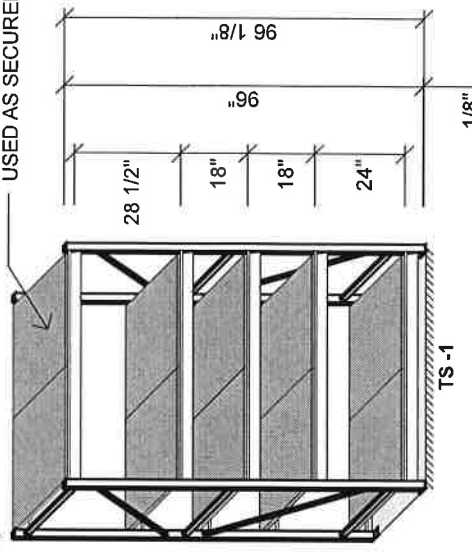
ENLARGED FLOOR PLAN
TRANSIENT STORAGE 1322

H102 3/16"
96"x60" d36"

NOTE: BEAMS AND FLANGE DECKING
USED AS SECURED TOP.



NOTE: BEAMS AND FLANGE DECKING
USED AS SECURED TOP.



ELEVATIONS

TRANSIENT STORAGE
1322

Project Name: Fayetteville Police Department- MOBILE SHELVING

Salesperson:
MYERS, PAUL

Scale
3/8" = 1'

Rev level:

APPROVAL
This drawing Approved By:

Dated: _____

Project #: 332618 2D
Drawn by: A. KLEINHANS
Date Printed: 04/08/2022



Solicitation Number: RFP#010920

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Spacesaver Corporation**, 1450 Janesville Avenue, Fort Atkinson, WI 53538 (Vendor).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 25, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

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

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

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

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

6. MEMBER ORDERING AND PURCHASE ORDERS

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

11. LIABILITY

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

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

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

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

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval. Vendor's deductible of \$750,000 for *Workers' Compensation and Employer's Liability* insurance and self-insured retention of \$500,000 for *Commercial General Liability Insurance* is approved.

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient

must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

Date: 3/23/2020 | 12:49 PM CDT

Spacesaver Corporation

DocuSigned by:
By: Steven G. Anderson
ACB9529A794E494...

Steve G. Anderson
Title: Vice President of Finance

Date: 3/27/2020 | 4:54 PM CDT

Approved:

DocuSigned by:
By: Chad Coquette
7E42B8FB17A64CC...

Chad Coquette
Title: Executive Director/CEO

Date: 3/27/2020 | 6:12 PM CDT

RFP 010920 - Industrial and Workplace Storage Systems with Related Accessories

Vendor Details

Company Name: Spacesaver Corporation
Address: 1450 Janesville Avenue
Fort Atkinson, WI 53549
Contact: Tammy Lee
Email: contracts@spacesaver.com
Phone: 920-563-0771
Fax: 920-563-0755
HST#: 39-1054756

Submission Details

Created On: Friday November 15, 2019 16:43:16
Submitted On: Thursday January 09, 2020 08:54:55
Submitted By: Tammy Lee
Email: contracts@spacesaver.com
Transaction #: 63939efd-fb8a-4340-bb2a-a980f3b4ab28
Submitter's IP Address: 71.13.152.36

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Spacesaver Corporation
2	Proposer Address:	1450 Janesville Avenue Fort Atkinson, WI 53538
3	Proposer website address:	www.spacesaver.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Steve G. Anderson Vice President of Finance 1450 Janesville Avenue, Fort Atkinson, WI 53538 sganderson@spacesaver.com 920-563-0650
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tammy Lee Contracts Manager 1450 Janesville Avenue, Fort Atkinson, WI 53538 tlee@spacesaver.com 920-563-0771
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stephanie Soleska Contracts Administrator 1450 Janesville Avenue, Fort Atkinson, WI 53538 contracts@spacesaver.com 920-563-0591

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>7</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>WHO WE ARE We are innovators. We are problem solvers. We are solution providers. We reside in the world of storage every day and have done so for over forty years.</p> <p>Spacesaver was founded in 1972 by Theodore W. Batterman in the small town of Fort Atkinson, Wisconsin. Ted's mission was to help organizations maximize space, save energy, and increase productivity, and he realized that high-density mobile storage could accomplish all three goals at once. Working out of a barn with only seven employees, he spearheaded the development of high-density mobile storage and shelving for the United States.</p> <p>Spacesaver's client base has expanded dramatically since those early days, and today we've completed more than 300,000 installations in the U.S. and around the world. Our clients include a wide variety of organizations including; Universities, manufacturers, museums, government agencies, military bases and healthcare facilities.</p> <p>In 1998 Spacesaver became part of KI, a global company headquartered in Green Bay, Wisconsin, that was founded in 1941. As a wholly owned subsidiary of KI, Spacesaver is 100% employee owned. We take pride in running our business, and each decision, each action, each inaction, comes from the belief that our company reflects who we are. Everyone in the organization has a stake in the game.</p> <p>PRODUCTION FACILITIES Spacesaver Corporation has two manufacturing locations in Fort Atkinson, Wisconsin, with the main manufacturing operation at 1700 Janesville Avenue occupying 330,000 square feet and being completely dedicated to the manufacture of high-density mobile and other storage equipment. This state-of-the-art facility allows us to maintain short lead times and a high product quality. A second facility is located at 1450 Janesville Avenue, which is an 85,000 square-foot facility that houses some manufacturing functions as well as our corporate headquarters and sales, marketing, finance, and engineering services.</p> <p>CURRENT PROJECTS Spacesaver's current manufacturing methodology is LEAN MANUFACTURING. Lean manufacturing principles allow us to make to order without sacrificing lead times and efficiencies on the plant floor. All customer orders are pulled through our manufacturing facility to meet each unique customer request instead of the traditional batch and high inventory push methodology. Lean manufacturing reduces any obstacles in the direct flow of materials and substantially reduces inventory levels, which are passed on to our customers as savings and value added. This continuous flow concept allows a typical order to flow through our manufacturing facility in a quarter of the time of normal manufacturers.</p> <p>EXPERIENCE IN PROVIDING HIGH-DENSITY STORAGE SOLUTIONS We don't simply sell products to our clients – we work with them to invent solutions. We hold nearly 200 patents and have collaborated with the U.S. Marine Corps, public safety departments, and others to create well-designed, reliable, and aesthetically pleasing storage solutions.</p> <p>We strive to understand the complexities of our clients' space challenges and create complete solutions that integrate optimal workflow, safety, and security within each facility's unique structure. Our network of local distributors provides expertise from the earliest project design phases through product installation and maintenance, and we're committed to the highest standards of customer service.</p> <p>All system components have been chemically analyzed to assure compatibility with the stored collection, with no off gassing or volatiles present in the finished product.</p> <p>Spacesaver's commitment to our Core Market and overall quality was confirmed when we were selected and successfully installed the world's largest electrically operated high-density mobile storage system at the United States National Archives located in College Park, Maryland. This installation featured 2,000 plus carriages, 15 miles of recessed rail and over 500 miles of shelves to store our country's most precious documents.</p>
<p>8</p>	<p>Provide a detailed description of the products and services that you are offering in your proposal.</p>	<p>Spacesaver has been engineering and manufacturing systems continuously since 1972. Spacesaver's strategic approach is to continuously improve the systems technology to provide the safest and most reliable system on the market today using state of the art components.</p> <p>Unique to Spacesaver is our ability to provide a turnkey system solution including mobile, shelving, storage, installation, and service. We manufacture all our products out of one factory in Fort Atkinson, Wisconsin for better quality and on-time deliveries.</p> <p>Spacesaver's High Density Mobile Systems and Storage solutions are made to order to meet each customer's unique storage space. Our accessories and options</p>

enhance any project. Our standard offerings include a wide range of sizes, colors and safety features, so be sure to contact your local authorized distributor to learn about all the possibilities.

Spacesaver's full line of Products and Services offered by Company.

- Mobile Products

- o Wheeled carriages that travel on rails with various types of shelving or cabinets that eliminate the need for static rows of shelving.

- 4-Post & Case Type Shelving

- o Highly adaptable, modular, and cost-effective shelving units with keyhole interlocking mechanisms that allow versatile configurations.

- Art Racks

- o Our art rack systems offer easy operation and provide an efficient way to store, organize, and display collections.

- Cantilever Shelving

- o Rugged and aesthetically pleasing shelving system has ideal uses in academic, corporate, and library applications.

- RaptorRAC Widespan Shelving

- o Modular bulk racking that utilizes multiple different surfaces from steel to wire. RaptorRAC can also be configured on our mobile systems.

- Freestyle Personal Storage Lockers

- o From schools to police departments, our modular locker line includes numerous accessories from shelves to pull out benches.

- Doors & Drawers

- o An accessory to our 4 Post & Case shelving line, this line of products provides different sized drawers for any storage need. Our doors can convert any 4 post & Case system into a secure storage cabinet.

- Cantilever Racks

- o Our Cantilever rack systems can serve as textile racks or parachute racks, providing durable storage in a variety of configurations.

- ActivRAC

- o ActivRAC is our industrial line of mobile carriage system that has a high load capacity and is easy to install. This system is perfect for bulk storage systems.

- XTend High-bay Shelving

- o Systems feature the strength of one-piece, welded upright frames and a patented side-shelf support system that provides structural integrity that isn't dependent on the shelves themselves. Shelves feature reinforced cold rolled steel box-formed construction.

- ControlLOC

- o Electronic locking system that allows for tracking of access which is a perfect solution for evidence storage rooms.

- Day Use Lockers

- o Provide a unique storage solution that allows a secure way to store personal items in a sleek design that is customized to enhance the aesthetics of your space. Engineered with the customer in mind, our lockers come standard with the features needed to increase productivity and security in your space.

- Viking Museum Storage Cabinets

- o Fully configurable interior and modular steel exterior is designed to protect your collections now and into the future.

- Universal Weapons Rack (UWR®)

- o Both versatile and flexible, the UWR features adjustable racks to accommodate weapons of various lengths and types. Perforated doors and sides simplify weapons inventory.

- Firearm Lockers & Cabinets

- o Highly secure gun lockers make temporary handgun storage safe and easy, and are ideal for interview rooms, common areas, or any other location or situation that requires secure storage.

Over 21,000 different individual parts make up our product offering presented. We are offering our full line of products to all Sourcewell members.

SPECIAL SERVICES

		<p>All services provided by our Area Contractors are quoted on a per project basis. As each storage solution is unique, so are the needs of each individual buying entity. Our Area Contractors services include, but not limited to, the following:</p> <ul style="list-style-type: none"> • Determine storage needs based on an on-site assessment • Assist with product selections, pricing, specifications, and color/finish selections • Provide project management from quote, order submittal, project completion, and training • Review advantages of using various storage methods • Discuss industry trends and storage life cycles • Assist in pre-project budget planning for cost and space comparison • Begin room plans and determine specific must have features • Review and coordinate all technical space requirements • Finalize all installation procedures and scheduling • Installation of systems by factory trained and certified teams • Relocation or System upgrade services • Provide facility management and in-service training • Assist in installation evaluation and review benefits • Provide warehouse space at no additional cost for up to thirty (30) days
9	What are your company's expectations in the event of an award?	<p>Our goal, if awarded, is to continue to grow our ability to serve the Sourcewell members in providing the best storage solutions that will enable them to maximize space, save energy and increase productivity so they can focus on serving their communities.</p> <p>In partnership with Sourcewell, our expectation is that we would be able to grow our sales efforts in the core markets of the Government and Education sectors through education and awareness of the contract benefits.</p> <p>In addition, Sourcewell's continued efforts in proactively working with Cooperative Purchasing Organizations like NIGP to educate agencies nationally on the benefits of adopting the Sourcewell contract.</p>
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Please find Spacesaver's Consolidated Financial Statements for the past 3 years, Surety Letter and a copy of our current insurance certificate attached for your review – reference folder labeled Financials.</p>
11	What is your US market share for the solutions that you are proposing?	<p>Spacesaver is a wholly owned subsidiary of KI, a privately held, 100 percent employee owned company, which prefer to keep certain information confidential. Spacesaver is the Industry Leader in High-Density Mobile Shelving Systems. Spacesaver defines our business via our Top Core Markets; Education/Library, Public Safety, Military/Government and Museums. Agriculture is an emerging market for Spacesaver in 2020. We have dedicated Market Sales Managers in place that are committed to maintaining and growing our position in these markets.</p>
12	What is your Canadian market share, if any?	<p>Spacesaver has the same commitment to our Core Markets in Canada that we have throughout the United States. We will continue to grow and gain market share in Canada.</p>
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>Spacesaver has never petitioned for bankruptcy protection.</p>
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>Spacesaver is a manufacturer.</p> <p>Spacesaver owes its success to the innovative network of independent small businesses (Spacesaver Area Contractors and Canadian Distributors) for sales, installation and services. Please see the attached list of our Distribution partners – reference document labeled The Spacesaver Group Distributor List.</p> <p>Spacesaver's exclusive distribution partners are experts in High Density Mobile System and Storage Solutions sales and services throughout the United States and Canada. Their experienced sales staff and Spacesaver factory trained and certified installers provide services that include consultation, new storage systems, relocations, modifications, and system add-ons. They are dedicated to meeting the needs of customers from the planning stages through installation and acceptance phases. In addition, all emergency service and maintenance calls have a typical maximum response time of 24 hours.</p> <p>When working with the Spacesaver Group, Sourcewell members will experience an unparalleled level of creativity and industry expertise, resulting from our 40+ years of experience. Our group generates storage solutions that perfectly fit the member's specific needs.</p>

15	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Please find attached a listing of Spacesaver registrations - licenses per state for your review. Spacesaver is authorized to sell products and provide services in all 50 states, District of Columbia and Canada, either directly or through one of our authorized dealers. Spacesaver complies with applicable federal, state, local and industry laws for each purchasing member wherever they are located. Spacesaver does work with third party certified service providers, our Spacesaver Area Contractors and Distributors, which are required to be factory trained and certified for installation of Spacesaver Products to maintain Warranty. Spacesaver is ISO 9001:2015 Certified. Initially certified in October 1999, Spacesaver has continued to improve its business processes to ensure future compliance. Ultimately, Spacesaver is committed to on-time deliveries that are accurate and meet with consistent, high-quality standards, and deliver solutions and product to our customers that provide the best value. Spacesaver ISO 9001 certification attached.</p>
16	<p>Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.</p>	<p>Spacesaver has not been subject to any suspension or disbarment in the past ten years or ever.</p>
17	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>High-Density Mobile Systems</p> <ul style="list-style-type: none"> • Low-profile mobile systems • Standard mobile systems <ul style="list-style-type: none"> o Powered o Mechanical Assist o Manual • Heavy-Duty Mobile Racking Systems • Off-Site Archival Mobile Systems <p>Evidence Storage</p> <ul style="list-style-type: none"> • Evidence Drying Cabinets • Firearm Evidence Storage • Narcotics Evidence Storage • Evidence Lockers • Refrigerated Evidence Lockers <p>Locker Storage</p> <ul style="list-style-type: none"> • Day-Use Storage Lockers • Personal Storage Lockers • Gear Lockers • Fast Response Lockers • Security Lockers <p>Weapons Storage</p> <ul style="list-style-type: none"> • Universal Weapon Racks - UWR® • Pistol Racks • Gun Lockers • Portable Gun Safes <p>Museum Storage</p> <ul style="list-style-type: none"> • Preservation Cabinets • Botany/Herbarium Cabinets • Entomology Cabinets • Flat File Cabinets • Geology Cabinets • Textile Racks • Art Racks <p>Shelving Storage</p> <ul style="list-style-type: none"> • Library Cantilever Shelving • 4-post and Case • Heavy-Duty Wide Span Shelving <p>Safety Features</p> <ul style="list-style-type: none"> • Zero-Force Sensor (ZFS)® • Safety Sweep • Mechanical Sweep • Aisle-Entry Sensor • Aisle Lighting • Anti-Tip Protection • Programmable Aisles • Fire Park

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	2017 – Material Handling Product News Reader's Choice Award: ActivRAC Mobilized Storage System 2018 – Neocon Silver Award in the category of SPACE DIVIDERS/PARTITIONS/SCREENS: Day Use Lockers
19	What percentage of your sales are to the governmental sector in the past three years	Spacesaver's percentage of sales into the government sector in the past three years has been 34%. We have experienced sales growth in areas of the Government sector specific to Public Safety and Museums.
20	What percentage of your sales are to the education sector in the past three years	Spacesaver's percentage of sales into the education sector in the past three years is between 21% and 31%. The Education sector is our largest target market and we are forecasting growth over the next couple of years.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Spacesaver holds cooperative purchasing agreements with groups such as Omnia, Vizient and Premier. Spacesaver also holds up to 30 State/local government and University contracts. A growing number of State or local entities have adopted the Sourcewell cooperative as their lead contract. Annual Sales per GPO and State Contracts vary from \$20k - \$3 Million. Sourcewell is the most requested and utilized contract in Spacesaver's portfolio.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Spacesaver holds two General Service Administration (GSA) Contract number(s): Schedule 71, High Density Mobile Storage & Shelving: GS-28F-006BA. Annually, Spacesaver performs in the range of \$650k - \$1.3 Million. Schedule 84, Law Enforcement & Security Equipment: GS-07F-022BA. Annually, Spacesaver performs in the range of \$100k - \$1 Million.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Rutherford Courthouse	Jerry Preston	615-788-3824
Columbia River Maritime Museum	Curator, Jeff Smith	503-325-2323
DeKalb Public Library	Library Director, Dee Coover (retired)	815-756-9568

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
College/University	Education	AB - Alberta	Supplied Products and Services	Approximately \$ 18K to \$75K	Approximately \$2M
College/University	Education	Virginia - VA	Supplied Products and Services	Approximately \$10K to \$69K	Approximately \$1.4M to \$2.7M
State Government - Police Department	Government	New York - NY	Supplied Products and Services	Approximately \$1K to \$325K	Approximately \$3.7M
Federal Government - Museum	Government	District of Columbia - DC	Supplied Products and Services	Approximately \$1K to \$515K	Approximately \$335K to \$2.2M
College/University	Education	New Jersey - NJ	Supplied Products and Services	Approximately \$8K to \$100K	Approximately \$2.2M

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
25	Sales force.	<p>Spacesaver employees over 400 full-time, direct employees covering all areas of our business including manufacturing at our headquarters located in Fort Atkinson, Wisconsin.</p> <p>Our dedicated staff is focused on supporting Sourcewell members with their storage needs.</p> <ul style="list-style-type: none"> • 8 – Sales Managers focused on growing sales in our Core Markets • 10 - Inside Sales Support and customer service teams, dedicated to serving our distribution partners • 12 - Business Development Reps – work directly with Sourcewell members on the project opportunities. • 20+ Engineering staff – supporting sales efforts and customer requests for special product applications.
26	Dealer network or other distribution methods.	<p>Spacesaver sells all its products through its network of 45 independent small businesses (Spacesaver Area Contractors and Distributors) throughout the United States, Canada and international locations; including Australia & Malaysia, Middle East (Dubai), Mexico, Hong Kong, United Kingdom and the Caribbean.</p> <p>Our contracted U.S. distributors are located throughout the United States and cover every geographic area with over 84 offices with staffs that provide customized storage solution consultations and installation and service to existing and new customers. Both the Salespeople and the service personnel employed by these exclusive distributors are factory-trained and certified at Spacesaver, through both onsite and online training. There are over 400 storage consultants employed by our area contractors and distributors, and all are experts in the sales of Spacesaver products and services to potential customers in every market: education, library, government, public safety, museums, healthcare, industrial and business organizations.</p> <p>Please find the attached Distributor listing for your review – see The Spacesaver Group Distributor List</p>
27	Service force.	<p>Spacesaver's Independent Dealer network has over 250 factory-trained and certified service and installation professionals employed throughout the United States, Canada, Australia and the Middle East. At least 80% of their time and attention is focused on the installation and servicing of product at the member's or customer's location.</p> <p>Spacesaver has four direct, full-time installation personnel that travel worldwide as needed to install or service equipment. Additionally, Spacesaver has four direct, full-time service personnel that are dedicated to installation, service training, technical support and parts service that also travel as needed to provide on-site support.</p>
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Spacesaver launched dedicated Customer Service, Sales Support, and Field Service departments in February 2015 at the same time we implemented Salesforce.com as our CRM to ensure visibility and timely follow up on customer inquiries. These departments support our distribution partners and decrease time to acknowledgement of all complete orders. Having these departments in place ensures prompt and efficient communication to our distribution network with a response-time goal of 24 hours or less which, in turn, will allow our distributors to continually meet the delivery needs of the Sourcewell members in an efficient and effective manner.</p> <p>Each of our distribution partners offer a complete customer service package – beginning with free space and storage needs assessment, propose product solutions tailored to meet the specific need of the member with drawings and quotations, sales, delivery, installation, warranty, and ongoing service maintenance to each Sourcewell member. In addition, they provide onsite training to member personnel on product usage. Local sales and services are available if additional equipment is needed or if existing equipment would need service or modification.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Spacesaver and our Authorized Dealer Network are authorized to sell and provide services in all 50 states, the District of Columbia, Canada and more. Spacesaver is not limited to any geographical area.</p>
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Spacesaver can fully serve ALL Sourcewell Member market segments through the proposed contract.</p>
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	<p>Spacesaver does not have any specific requirements or restrictions which apply to Sourcewell Members located in Hawaii and Alaska and in US Territories.</p> <p>For shipments destined to other U.S. States (outside the 48 U.S. contiguous) or foreign territories, delivery will be made to a prearranged port. Members shall prepay all freight charges and any extra expenses resulting from requests for special delivery, shipping method, additional packaging required or special carrier.</p>

Table 7: Marketing Plan

Line Item	Question	Response *
32	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Spacesaver regularly promotes our partnership with Sourcewell (formerly NJPA) in its overall marketing strategy—and has been doing so for the past 4+ years. We anticipate continuing and expanding our efforts to promote an awarded contract in the following ways:</p> <p>Trade shows Spacesaver exhibits at approximately 20 trade shows per year, including but not limited to;</p> <ul style="list-style-type: none"> • American Alliance of Museums (AAM) • Athletic Equipment Managers Association (AEMA) • American Football Coaches Association (AFCA) • American Library Association (ALA) • International Association of Chiefs of Police (IACP) • International Conference of Indigenous Archives (ATALM) • NeoCon • New England Museum Association (NEMA) • Southeastern Museum Conference (SEMC) <p>In addition, our distribution partners exhibit at several state/local shows and conferences. We currently promote our awarded contract by using Sourcewell-provided signage and flyers in our display booths to educate attendees about the contract.</p> <p>Website Our website is a powerful lead generator and it provides an ideal platform to educate prospective clients about Sourcewell's benefits.</p> <ul style="list-style-type: none"> • Our contracts page features our current Sourcewell awarded contract front and center and provides a link to our supplier landing page on the Sourcewell site. • Case studies and blog posts featuring awarded member projects • Landing pages that coordinated with an email campaign that promoted Sourcewell. <p>See an example attached under Marketing Material folder – Sourcewell Contract Information Sheet.</p> <p>Sales reps We continue to build our sales reps' familiarity with Sourcewell and their capacity to sell on the contract via:</p> <ul style="list-style-type: none"> • Our Distributor Extranet site, SpaceNet features pricing guides and a variety of co-branded Sourcewell marketing material that is available to help sales reps understand the features and benefits of the contract and how to guide a member or potential member on how to utilize the Sourcewell contract. • Sales team trainings and continued engagement <ul style="list-style-type: none"> ○ E-newsletters ○ Webinars- either Spacesaver or Co-Branded with Sourcewell to educate our distribution sales reps on the contract benefits ○ "Show and tell" (experienced reps share experience working with Sourcewell) ○ Contract briefs – provides both our internal and external sales teams with the terms and conditions specific to the solicitation and our awarded Sourcewell contract. ○ Case studies – featuring specific projects that solved a need for Sourcewell members. ○ Sharing Vertical Market Managers' expertise – We have dedicated Market Managers focused in our Core Markets that will work with our Distribution partners to educate them on the benefits of the contract. • Spacesaver will share and encourage attendance from our Distributors to Sourcewell hosted events like, Get to Know Us and Sourcewell University. • Marketing tools like Flyers, Case Studies and Promotional Videos <p>Social Media / Public Relations We will publicize and promote awarded contract and specific member projects (as authorized) via our social media and news outlets.</p> <p>Emails to prospective clients Email is one of our most effective forms of active outreach. We have promoted Sourcewell in the past and will continue to do so.</p>

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>The Spacesaver Marketing Team is driven by data. We use a variety of tools to refine, support, and amplify our message.</p> <ul style="list-style-type: none"> • BIM Objects / Revit – We make it easy for architects to specify our products by making them available on this popular design platform • Salesforce portal – Allows easy access for the entire Spacesaver team and our sales reps to specific contracts information. • SEO and website analytics – We use Google Analytics, Hotjar, and a variety of SEO tools to capture and measure web traffic and observe visitor behavior • Social media analytics – Our active Facebook, Instagram, and LinkedIn accounts drive traffic to our website and provide new ways for prospective clients to learn from and interact with us • Email analytics – We use the Pardot platform, which integrates with Salesforce to help us track and follow up with prospective clients
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We anticipate that Sourcewell will continue to proactively provide educational materials in a variety of media to help us explain and raise awareness of the benefits of purchasing on the contract to our sales reps and prospective clients. These include tradeshow signage, team trainings, webinars, case studies, etc.</p> <p>We also anticipate that Sourcewell will release periodic communications to agencies that will promote Spacesaver's inclusion on the awarded contract and highlight examples of our work.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Spacesaver does not currently and do not anticipate implementing an e-procurement ordering process for our product offering, due to the complexity and made-to-order configurability of our product offering.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Upon installation completion, a Spacesaver representative will do a complete walkthrough of all new equipment. Training, at no additional cost to the member, will include: System operation, end user safety functions, maintenance, contact information, and any other end user questions. In addition, an Operators Instruction Manual will be provided for the specific system purchased. If requested, an operation plaque may be provided for continued end user instruction. Maintenance contracts are available for a fee from the local representative on a project by project basis.
37	Describe any technological advances that your proposed products or services offer.	Spacesaver launched our new TUSC™ platform with Bluetooth connectivity in September 2019. This patent-pending technology allows end users and service technicians to access powered mobile systems via a smart device. The platform enables customers the ability to control powered mobile systems wirelessly. This new platform can be retro fitted to all existing Spacesaver Eclipse® Systems. LCD touchscreen technology has become part of our everyday lives. Striving for optimum ease-of-use and security, Spacesaver recently launched our own LCD touchscreen called, Touch Technology Control™. This new control is the standard on our Eclipse Powered System® mobile storage. Touch Technology provides the customer with the ability to fully customize the interface with graphics, colors, screensavers and languages to fit specific application needs. Controlled audit access is available making it an ideal system for a variety of markets and high-security applications. All existing Spacesaver Eclipse® Systems can be upgraded with these new LCD touchscreen controls.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Spacesaver has made a comprehensive effort to incorporate sustainable practices and policies into our manufacturing responsibilities and practice the following goals: <ul style="list-style-type: none"> • Incorporate the largest percentage of recycled content into our products so that they can be easily recycled, disassembled, and field repaired. Search for vendors and alternative materials that offer the largest recycled post-consumer and post-industrial content. • Reduce the use of packaging materials by innovating the way our product is shipped by utilizing cube capacity loading to maximize trailer loading while eliminating banding, shrink wrapping, and cardboard sleeves. Our packaging uses 100% recyclable material and is created with the highest post-consumer content cardboard available through our suppliers. • Conserve fuel and energy. Implementation of new processes and equipment based on a detailed analysis of environmental, capital, and operating costs. Please reference Sustainability folder – Attachments
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	SCS Indoor Advantage Gold Certification USGBC U.S. Green Building Council Green Masters Program Please reference Sustainability folder – Attachments
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Spacesaver is classified as a Large Business. Spacesaver sells all its products through its network of independent small businesses. Included in our distribution network is; three women-owned businesses and two service-disabled businesses.
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Spacesaver is not a one size fits all company. We don't simply sell products to our customers – we work with them to invent solutions. We strive to understand the complexities of our customers space challenges and create custom, unique, and complete solutions with value-add products that integrate optimal workflow, safety, and security within each unique structure. Spacesaver provides carriages with an integral retaining lip that secures storage housings to the carriages (unique to Spacesaver), choice of three guidance types (other vendors have one type), rail type to match guidance and application (over 12 types), carriage capacities (fitting the requirements of each customer), modes of operation, state of the art safeties – all to provide a customized solution for each customer. In fact, over 60% of our projects include some sort of customized special component.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Spacesaver is presently promoting and servicing Sourcewell members in Canada through our Canadian Distributor Partners. Spacesaver is extending its proposal to Sourcewell Canadian Members.

Table 9: Warranty

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

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	Spacesaver has an emphasis on customer satisfaction and continuous improvement. The statement of warranty is our continued commitment that Spacesaver is dedicated to serving our customers. Please reference our attached Statement of Warranty – for full coverage by product.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The warranty does not apply to any product which has been subject to misuse, negligence, or accident; has been damaged in shipment, storage, or installation; has been misapplied, has been modified or repaired by unauthorized persons or has been repaired with non-standard Spacesaver replacement parts. Please reference our attached Statement of Warranty for full details.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, Labor is included at no cost during the first year.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Spacesaver and our Authorized Dealer Network are authorized to sell and provide services in all 50 states, the District of Columbia, Canada and more. Spacesaver is not limited to any geographical area.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Spacesaver is the manufacturer and all products included in our proposal will be covered.
48	What are your proposed exchange and return programs and policies?	Spacesaver is a custom manufacturing company – with product specifically manufactured per customer order. Due to the nature of Spacesaver's products, design drawings and acceptance are an up-front requirement; consequently, all engineer-to-order or custom-designed systems will not be accepted as returned goods unless Supplier error, recall, or defect necessitates a return. Custom product orders cannot be cancelled once production has begun. All request for returns will be reviewed by Spacesaver, and, if approved, subject to a 30% restocking fee. Please see our Return Goods Policy attached for complete details.
49	Describe any service contract options for the items included in your proposal.	Service contracts for Spacesaver products are available and negotiated at the local level directly between the Member and the Spacesaver Area Contractor/Distributor.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	We do not currently, nor have any plans to offer leasing options for our equipment. Some of our Independent Distributor partners may offer financing options to member. Any financial options would need to be worked out between the member and our Authorized Distributor during the project quote phase.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Spacesaver's Authorized Distributors will respond to all Sourcewell Member requests for quotations, per the terms of the contract. The distributor will handle all purchase orders and invoicing issued by the member. The distributor will submit an order for manufacturing to Spacesaver with the Contract and member identified. Spacesaver then validates the member number and our system allows us to pull each order with contract pricing in order to report sales appropriately to Sourcewell.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Although some of our Independent Distributor partners may accept P-card payment process, not all of them do. This type of payment option would need to be worked out between the member and our distributor prior to purchase.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Spacesaver is providing a percentage discount off our commercial product price list. To support our "green" initiatives, Spacesaver no longer provides printed copies of our price list. Spacesaver price lists are only available via electronic format (PDF). We have attached a copy of our commercial price list for your reference. Spacesaver does not have our price list posted publicly and asks that Sourcwell keep it on file for reference if a member should request pricing confirmation, upon award but not publish on their website. Spacesaver mobile systems are a customized solution with numerous options for size, laminate and paint finish. We did not list a SKU # for every option in our price list. Spacesaver's distributor will work with each member on product selection and finishes.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Spacesaver catalog provided show list price in U.S. dollars by part number. Spacesaver is proposing a tiered percentage discount range of 40.5% to 54% off list price based on the total list price by designated product categories per member project. Spacesaver's products are engineered-to-order based on the specific needs of the Member, this includes their storage requirements, space availability and limitations. As a result, a Spacesaver "product" is comprised of a multitude of line items. The line items are combined to develop the "product", and, in turn, the contract discount is applied. Within each product category a list price volume tier structure discount is applied to the commercial price list in effect at that time. Our distributor can provide each member a detailed quote by line item to ensure the Member that they are getting the correct discount based on the proposed solution. Please reference the Spacesaver Price Sheet document provided under the Pricing section of the RFP for complete tiered discounts proposed.
56	Describe any quantity or volume discounts or rebate programs that you offer.	Spacesaver allows participating public agencies to request an additional pricing review by Spacesaver or our Authorized Distributor if the volume for a project exceeds its higher tier discount proposed.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Spacesaver and our distributor will assist members by providing a total storage solution that will meet their project scope, this includes "sourced" (non-Spacesaver product), non-standard or custom options. These Sourced, Open Market, Non-Standard or Custom items will be quoted per project based on size and scope. For Spacesaver manufactured, non-standard or custom items we will attempt to ensure that pricing is consistent with our current discounting structure proposed on contract.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	High Density Mobile, Shelving and Storage Solutions by Spacesaver are a customized solution to meet the specific customer's need. No two solutions are the same. Our custom solutions require assembly and installation of hundreds of parts by a highly skilled, factory trained and certified installer or the warranty covering the system is void. Spacesaver is proposing that installation be quoted by project to provide the best value, lowest cost to each buying entity based on the size and scope of their specific project. Spacesaver's Authorized Distributors would provide a quote for installation, inside delivery, and any other additional costs associated to the project direct to the Sourcwell member.
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	The Spacesaver distribution partner will provide each member with a freight and inside delivery quote per project based on the size and scope of the member's specific project. This will provide the best value, lowest cost to each member. Shipping and delivery method will be agreed upon between the distributor and member prior to member purchase.

60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Spacesaver distributor will work with the Sourcwell member to select the carrier and shipping method that will provide the member with the best value, lowest cost option. Members will be invoiced for all freight charges and any extra expenses resulting from requests for special delivery, shipping method, additional packaging required, or special carrier.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Spacesaver utilizes multiple delivery options to accommodate member's site conditions and specifics.</p> <p>Shipment methods include; Standard LTL, Truckload or Parcel via FedEx or UPS.</p> <p>Our distribution partners provide options that allow members to ship full truckloads of product to the distributor warehouse to be re-delivered in smaller trucks to the member's facility.</p>

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal Is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Spacesaver holds multiple contracts agreements. Our objective is to keep pricing in line in our portfolio to provide the best value to our customers.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>Spacesaver utilizes Salesforce.com as our contract communication tool. It allows us to store all the pricing, discounts and terms of each specific contract. It is one method we utilize to ensure proper pricing is used with each member project.</p> <p>In addition, Spacesaver implemented a Configuration software which our distribution partners utilize to submit manufacturing orders. This Configuration software allows Spacesaver the ability to upload per-contract pricing and discounts to ensure that members are receiving the proper pricing per the terms of the contract. Through this software, our distributors have the ability to provide each member a detailed quote per the contract terms.</p> <p>We capture a contract sale by an internally/externally applied contract number and member number, and after shipment, can pull information required to process administrative fees due and quarterly contract reporting to our contract partner.</p>
64	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Spacesaver would like to propose a 1% administrative fee calculated as a percentage of the contract sale price, to be payable to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract.

Table 14: Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Spacesaver has implemented Business Intelligence (BI) software that automatically tracks and reports sales by contract, by market, by product and by our distributor partners. Sourcwell is the most utilized contract in our portfolio. We are already utilizing this information to get a better understanding of what member type is utilizing our contract to drive Go-To-Market campaigns, understand where we need to train our Distribution partners on the Contract benefits, and if there is potential for new product development based on member needs.</p> <p>Spacesaver also utilizes Salesforce to track potential sales opportunities with members to monitor the project through the entire sales cycle.</p>
66	Describe how your products will help our members organize their inventory of products.	<p>Spacesaver provides customized solutions for any storage facilities' storage requirements. In addition to the use of existing shelving or cabinets – Spacesaver offers four post shelving, case type shelving, cantilever, and wide span shelving that is designed to be placed directly on the floor or integrated with our high-density mobile systems. Spacesaver high-density storage systems double storage capacity of existing floor space and our customized solutions improve organization, consolidate inventory, and improve efficiency and streamline workflow – all making inventory management simpler and more accurate.</p>
67	Describe the ability to adapt your products through modification or replacement to address obsolescence resulting from advances in technology.	<p>In 2006, Spacesaver introduced Eclipse Powered Systems®. Eclipse Powered Systems® have been and continue to be the easiest to use, most cost effective, and most flexible high-density mobile storage systems on the market. With state-of-art technology and room to grow, Eclipse was designed for the long haul.</p> <p>Spacesaver has always been dedicated to providing excellent value to our customers, including supporting our products for as long as possible. That said, equipment ages, technology advances, and our suppliers have ceased making many components needed to support our older powered systems.</p> <p>Spacesaver offers upgraded product enhancements for customers that may have purchased a Spacesaver powered mobile system prior to 2006. While these systems may still be in good operating conditions, these product enhancements replace obsolete components to updated electronic components that allows the customer to continue to use and service their existing systems. These upgrade/enhancement packages are a lower cost alternative to full system replacement and provide improved reliability, functionality and continued repairability.</p>
68	Identify any certification(s) that your business or products have attained or received that differentiate you in the industry.	<p>All Spacesaver Powered High-Density Mobile Systems are UL System Listed. Spacesaver is ISO 9001 Certified. Spacesaver has received the U.S. Green Building Council Certification. Spacesaver is SCS Global Services – Indoor Advantage Gold, Indoor Air Quality Certified. Spacesaver's Library Shelving is ANSI Z39.73-1994 Certified for Single Tier Steel Bracket Library Shelving. Spacesaver holds over 200 patents over the lifetime of our products. Several of these patents have established the standard for High-Density mobile systems in the industry.</p>
69	Describe how you would assist our members to best utilize and maximize available space.	<p>Spacesaver does exactly what our name implies – we save space. Lots of it! Our high-density storage systems will do one of two things – provide the same amount of capacity in half the space or provide two to three times as much storage in the same space. By mounting virtually any type of storage housing, including existing shelving and cabinets, on our wheeled carriages that travel on rails – wasted space created by fixed aisles can be eliminated - freeing valuable floor space for other, more productive uses – including additional storage. No other storage solution is as cost-effective or space efficient. Regardless of size and weight, there is a Spacesaver Mobile Storage System to meet the needs of all Sourcwell members.</p>

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

Only those Proposer Exceptions to terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Financials.zip - Wednesday January 08, 2020 15:39:37
 - [Marketing Plan/Samples](#) - Marketing Materials.zip - Wednesday January 08, 2020 21:53:39
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty.zip - Wednesday January 08, 2020 15:42:18
 - [Pricing](#) - Pricing.zip - Wednesday January 08, 2020 22:01:03
 - [Additional Document](#) - Additional Documents.zip - Wednesday January 08, 2020 21:54:50

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Steven G. Anderson, Vice President Finance, Spacesaver Corporation

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

Yes No

SPACESAVER CORPORATION Area Contractor/Distributor Directory (Revised March 2021)			
AC #	Area Contractor	Region	State(s) in PAR
1	AOS Interior Environments	United States	AR, LA, MS
23	Bradford Systems Corporation	United States	IL, IN, MO, WI
141	Diversified Storage Solutions	United States	DE, NJ, PA, WV
178	Donnegan Systems, Inc.	United States	CT, MA, ME, NH, RI, VT, NY
113	Henderson Johnson Co., Inc.	United States	NY, PA
179	Interior Solutions	United States	AZ
195	Gatehouse MSI LLC, dba McMurray Stern	United States	Los Angeles, CA
192	Mid-America Business Systems	United States	MI, ND, SD
136	Midwest Storage Solutions, Inc.	United States	IA, NE
83	Modern Office Systems, Inc.	United States	NJ, NY
200	Motus Space Solutions	United States	CO, NM, TX, WY
166	Patterson Pope	United States	AR, NC, SC, VA, WV, AL, GA, MS, IN, OH, KY, TN, FL
130	Southwest Solutions Group, Inc.	United States	KS, MO, OK, TX, AK, ID, MT, WA
154	Spacesaver Intermountain, LLC	United States	ID, UT, WY, San Diego, CA, NV
26	Spacesaver Specialists, Inc.	United States	OR, WA
173	Spacesaver Storage Solutions, LLC	United States	VA, WV
35	Spacesaver Systems, Inc. (MD)	United States	DC, MD, VA, WV
123	STORAGELogic of Maryland, Inc.	United States	MD
114	Systems & Space, Inc.	United States	Central and Northern CA
8	The Casper Corporation	United States	MI
95	The Systemcenter, Inc.	United States	HI, Pacific Rim

AC#	Distributor	Region	Province
129	Ergo Office	Canada	Saulte Ste Marie, Ontario
157	Fawcett File & Storage Systems, Inc.	Canada	Ottawa, Ontario
174	HBI Office Plus	Canada	Regina, Saskatchewan
108	Heritage Business Interiors, Inc.	Canada	Calgary, Alberta
101	Hi-Cube Storage Products	Canada	British Columbia
175	Kanstor	Canada	Newfoundland
193	Les Solutions Spacesaver, Inc.	Canada	Montreal, Quebec
194	Shannon's Storage Solutions	Canada	Manitoba, Western Ontario
103	Spacesaver Solutions, Inc.	Canada	Toronto, Northern Ontario
60	Spacesaver Systems Maritime	Canada	Novia Scotia
132	Storage Solutions of Alberta	Canada	Edmonton, Alberta