

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 23-DES-R-579
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on the date of execution by the County and amends Agreement Number 23-DES-R-579 ("Main Agreement") dated June 16, 2023 between SpaceSaver Corporation ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the Main Agreement as follows:

- 1. PURSUANT TO CLAUSE 2. CONTRACT TERM, THIS AGREEMENT IS HEREBY RENEWED FROM MARCH 26, 2024 TO MARCH 25, 2025.**

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SPACESAVER CORPORATION

AUTHORIZED

AUTHORIZED

SIGNATURE: *Meloni Hurley*
DocuSigned by:
534895882496484...

SIGNATURE: *Steven G. Anderson*
DocuSigned by:
A0B952BA794E494...

NAME: Meloni Hurley

NAME: Steven G Anderson

TITLE: Assistant Purchasing Agent

TITLE: VP of Finance

TITLE: _____

TITLE: _____

DATE: 3/25/2024

DATE: 3/18/2024

**Solicitation Number: RFP #110923****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 (Supplier).

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

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires December 29, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property to the extent such injury or death is caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

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

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

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

hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or

liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Spacesaver Corporation

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/21/2023 | 6:48 PM CST

DocuSigned by:
Steven G. Anderson
By: A0B952BA794E494...
Steven G. Anderson
Title: Vice President of Finance
Date: 12/21/2023 | 5:14 PM CST

Approved:

DocuSigned by:
Chad Coquette
By: 48BAF71B0894454...
Chad Coquette
Title: Executive Director/CEO
Date: 12/21/2023 | 8:12 PM CST

RFP 110923 - Physical Storage Systems and Equipment with Related Software and Services

Vendor Details

Company Name: Spacesaver Corporation
Address: 1450 Janesville Avenue
Fort Atkinson, WI 53549
Contact: Stephanie Gulizia
Email: contracts@spacesaver.com
Phone: 920-563-0592
Fax: 920-563-0755
HST#: 39-1054756

Submission Details

Created On: Thursday September 21, 2023 09:27:13
Submitted On: Thursday November 09, 2023 10:10:40
Submitted By: Stephanie Gulizia
Email: contracts@spacesaver.com
Transaction #: 4524ccb5-3a8e-4825-a828-aaf15a4d4ae5
Submitter's IP Address: 71.13.152.36

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Spacesaver Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None
4	Provide your CAGE code or Unique Entity Identifier (SAM):	SAM UEI: CRPCXJ5FCNV9
5	Proposer Physical Address:	1450 Janesville Avenue Fort Atkinson, WI 53538
6	Proposer website address (or addresses):	https://www.spacesaver.com/
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Steven G Anderson Vice President of Finance 1450 Janesville Avenue Fort Atkinson, WI 53538 sganderson@spacesaver.com 920-563-0650
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Stephanie Gulizia Contracts Manager 1450 Janesville Avenue Fort Atkinson, WI 53538 sgulizia@spacesaver.com 920-563-0592
9	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 ssoleska@spacesaver.com 920-563-0591

Table 2: Company Information and Financial Strength

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

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Spacesaver was founded in the small town of Fort Atkinson, Wisconsin more than 50 years ago. Dedicated to providing systems that maximize space, save energy, and increase productivity, our lineup of high-quality storage solutions allows users within a wide variety of markets to optimize their available space and create room for growth.</p> <p>Spacesaver's client base has expanded dramatically since those early days, and today we've completed more than 400,000 installations in the U.S. and around the world. Our clients include a wide variety of organizations, from manufacturers to military bases to museums. In 1998 Spacesaver became part of KI, an employee-owned global company headquartered in Green Bay, Wisconsin, that was founded in 1941.</p> <p>Our team of in-house engineers, project managers, and skilled manufacturers work with our extensive network of authorized distributors to provide our clients with well-designed, reliable, and aesthetically pleasing storage solutions.</p> <p>WE ARE PROBLEM SOLVERS. Spacesaver is committed to creating storage systems that save space, increase productivity, and decrease energy consumption. Our founder spearheaded the development of compact mobile storage in the United States, and our products are still engineered and manufactured in Wisconsin, USA.</p> <p>WE ARE INNOVATORS. 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 new products that have gone on to become standards in their respective industries.</p> <p>WE ARE SOLUTION PROVIDERS. 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>	*
11	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 continue 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>Our expectation is that Spacesaver would participate in 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>	*
12	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.	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.	*
13	What is your US market share for the solutions that you are proposing?	Spacesaver is a wholly owned subsidiary of KI, a privately held, 100 percent employee owned company, which prefers 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 and K-12 Education are emerging markets for Spacesaver in 2024. We have dedicated Market Sales Managers in place that are committed to maintaining and growing our position in these markets.	*
14	What is your Canadian market share for the solutions that you are proposing?	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. We have a dedicated Distribution Sales Manager for Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Spacesaver has never petitioned for bankruptcy protection.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Spacesaver is a manufacturer. Our distribution network is composed of independently owned and operated distributors in major cities throughout North America. The Spacesaver Group's local sales consultants, factory-certified technicians, and expert support staff all work together to bring the best in local sales and service.</p> <p>Spacesaver owes its success to this 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 continue to experience an unparalleled level of creativity and industry expertise, resulting from our 50+ years of experience. Our group generates storage solutions that perfectly fit the member's specific needs.</p>	*
17	<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.</p> <p>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.</p> <p>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 met with consistent, high-quality standards, and deliver solutions and product to our customers that provide the best value. Spacesaver's ISO 9001 certification attached.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Spacesaver has never been subject to any suspension or debarment at any time.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Spacesaver won Best of NeoCon in 2018 for our Day Use Lockers in the Space Dividers/Partitions/Screens category.
20	What percentage of your sales are to the governmental sector in the past three years	2020 – 6.2% 2021 – 5.65% 2022 – 6.28%
21	What percentage of your sales are to the education sector in the past three years	2020 – 32.01% 2021 – 25.61% 2022 – 25.66%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Spacesaver holds cooperative purchasing agreements with groups such as Omnia, Vizient and Equalis. Spacesaver also holds up to 30 State/local government and University contracts. A growing number of State or local entities have adopted the Sourcwell cooperative as their lead contract. Annual Sales per GPO and State Contracts vary from \$20k - \$3 Million. Sourcwell is the most requested and utilized contract in Spacesaver's portfolio.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Until 2022, Spacesaver held two General Service Administration (GSA) contracts: Schedule 71, High Density Mobile Storage & Shelving: GS-28F-006BA; and Schedule 84, Law Enforcement & Security Equipment: GS-07F-022BA. In mid 2022, GS-07F-022BA was consolidated into GS-28F-006BA. Annual sales for both contracts together before consolidation, and for the consolidated contract post consolidation: 2020 - \$1,917,042 2021 - \$2,551,222 2022 - \$2,628,680

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Boston Public Library	James McGaffigan	617-635-0412
Canadian Museum and Science Center	Simon Aubin	613-880-4794
Saint John's University	Russel Klein	320-363-2011

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
College/University	Education	New Jersey - NJ	Supplied products and services	Approximately \$10K-\$316K	Approximately \$5.1M
State Government	Government	Pennsylvania - PA	Supplied products and services	Approximately \$2K-\$1M	Approximately \$3.7M
College/University	Education	Ohio - OH	Supplied products and services	Approximately \$6K-\$185K	Approximately \$3.6M
Federal Government	Government	District of Columbia - DC	Supplied products and services	Approximately \$1K-\$80K	Approximately \$2.3M
College/University-Library	Education	New Hampshire - NH	Supplied products and services	Approximately \$37K-\$117K	Approximately \$1.9M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number

of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>Spacesaver employees 400 full- and part-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"> • 7 Sales Managers focused on growing sales in our Core Markets • 9 representatives on our Inside Sales Support and customer service teams, dedicated to serving our distribution partners • 12 Business Development Representatives who work directly with Sourcewell members on the project opportunities. • 20+ Engineering staff who support sales efforts and customer requests for special product applications.
27	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 and Canada, as well as 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 sale of Spacesaver products and services to potential customers in every market: education, library, government, public safety, museums, healthcare, industrial and business organizations.</p> <p>As discussed above, we have included our listing of worldwide distributors – see The Spacesaver Group Distributor List.</p>
28	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 also has four direct, full-time installation personnel who travel worldwide as needed and are dedicated to installation, service training, technical support and parts service.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>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.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>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, allows our distributors to continually meet the delivery needs of Sourcewell members in an efficient and effective manner.</p> <p>Each of our distribution partners offers a complete customer service package – beginning with free space and storage needs assessment, and continuing on to proposing product solutions tailored to meet the specific needs of the member with drawings and quotations, and culminating in sales, delivery, installation, warranty, and ongoing service maintenance. These service packages are available to each Sourcewell member. In addition, our distribution partners 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>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>We have distribution partners covering every square mile of the United States, offering the full line of Spacesaver products and services, and as a result we are able to and willing to provide those products and services to Sourcewell participating entities throughout the United States.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have distribution partners covering every square kilometer of Canada, offering the full line of Spacesaver products and services, and as a result we are able to and willing to provide those products and services to Sourcewell participating entities throughout Canada. Spacesaver is presently promoting and servicing Sourcewell and Canoe members in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We would service all areas of the United States and Canada through the proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Spacesaver would fully serve all Sourcewell participating member market segments through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities 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, except as stated below.</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, and/or special carrier.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Spacesaver regularly promotes our partnership with Sourcewell in our overall marketing strategy, and has been doing so for the past 5+ years. We anticipate continuing and expanding our efforts to promote the contract as described more fully in the attached marketing plan. Note that the attached marketing plan includes links to additional marketing strategies and resources.	*
37	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"> • SpecLink – We make it easy for architects to specify our products by making them available on this cloud-based specification platform. • BIMObject – We host over 100 Revit models on this popular design platform, allowing architects to seamlessly work our products into their layouts. • Salesforce portal – Allows easy access for the entire Spacesaver team and our sales reps to contracts information. • SEO and website analytics – We use GA4, and a variety of SEO tools to measure web traffic and drive engagement. • 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 Marketing Cloud (formerly Pardot) platform, which integrates with Salesforce to help us track and follow up with prospective clients. 	*
38	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 contract and highlight examples of our work.</p>	*
39	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.	Spacesaver does not currently and does 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.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Upon installation completion, a Spacesaver representative will do a complete walkthrough of all new equipment with the end customer. 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 authorized distributor on a project-by-project basis.
41	Describe any technological advances that your proposed products or services offer.	<p>This year, EZ Power for Powered Mobile Systems was launched. Requiring only a 20-amp wall outlet to operate our powered mobile systems, Spacesaver's EZ Power offers an easier method of connection - saving time and increasing efficiency. As not all organizations have quick access to electricians, EZ Power fulfills a demand for an alternative to a dedicated power source. With this innovative system in place, our powered mobile systems' full system UL Listing is maintained and installation has never been easier.</p> <p>Spacesaver launched our new TUSC™ platform with Bluetooth connectivity in 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.</p> <p>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.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Spacesaver has always helped customers conserve space. Spacesaver is also committed to a sustainable future. Steps we've taken to reduce our environmental impact:</p> <ul style="list-style-type: none"> • Use high-quality recycled steel • Recycle waste oil, raw steel, painted scrap, paper and packaging materials, and electronics • Use an on-site reverse osmosis water treatment system that discharges potable water • Redistribute heat from paint ovens throughout facility during winter • Maintain a 7-acre prairie and wetland area <p>In addition, we're committed to producing high-quality products that endure for decades, reducing the need to continually purchase replacements.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>SCS Indoor Advantage Gold Certification</p> <p>Please reference Sustainability folder – Attachments for more documentation regarding our sustainability efforts.</p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Spacesaver is classified as a Large Business. Spacesaver sells all its products through its network of independent small businesses. Included in our distribution network are two women owned businesses and two service-disabled owned businesses.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>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.</p> <p>Spacesaver provides carriages with an integral retaining lip that secures storage housings to the carriages (unique to Spacesaver), a choice of three guidance types (other vendors have one type), over 12 types of rail to match guidance and application, multiple carriage capacities to fit the requirements of each customer, a variety of modes of operation, and 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.</p>	*
----	--	---	---

Table 9: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	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, as warranties vary by product line.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>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.</p> <p>Please reference our attached Statement of Warranty for full details.</p>	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, labor is included at no cost to the end customer during the first year.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<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> <p>Participating members will be provided service for warranty repair from the authorized distributor in their geographic area.</p>	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Spacesaver is the manufacturer and all products included in our proposal will be covered.	*
51	What are your proposed exchange and return programs and policies?	<p>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 there is a Spacesaver error, or a recall or defect necessitates a return. Custom product orders cannot be cancelled once production has begun. All requests for returns will be reviewed by Spacesaver, and, if approved, subject to a 30% restocking fee.</p> <p>Please see our Return Goods Policy attached for complete details.</p>	*
52	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 *
53	Describe your payment terms and accepted payment methods.	Net 30.
54	Describe any leasing or financing options available for use by educational or governmental entities.	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 a Sourcwell member. Any financial options would need to be worked out between the member and our Authorized Distributor during the project quote phase.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Because all orders will be placed through one of our authorized distributors, we do not have a single set of standard transaction documents; each distributor has their own forms. The distributor will prepare a detailed quote to the Sourcwell member, and issue their own invoices with their own terms and conditions.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	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 *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>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.</p> <p>Spacesaver mobile systems are a customized solution with numerous options for size, laminate and paint finishes. We do not list a SKU # for every option in our price list. Spacesaver's distributor will work with each member on product selection and finishes.</p>
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>The Spacesaver catalog provided shows each 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.</p> <p>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.</p> <p>Please reference the Spacesaver Price Sheet document provided under the Pricing section of the RFP for the complete tiered discounts proposed.</p>

59	Describe any quantity or volume discounts or rebate programs that you offer.	In addition to the tiered/quantity discounts indicated on the Spacesaver Price Sheet, 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 highest tier discount proposed.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	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.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	High Density Mobile, Shelving and Storage Solutions by Spacesaver are customized solutions 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. Because the actual cost of installation can vary widely depending on the product involved, customer type, and geographic location of the installation, 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 directly to the Sourcewell member.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	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 and lowest cost to each member. The shipping and delivery method will be agreed upon between the distributor and member prior to member purchase.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The Spacesaver distributor will work with the Sourcewell 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 a special delivery, shipping method, additional packaging required, or special carrier.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Spacesaver utilizes multiple delivery options to accommodate member's site conditions and specific needs. Shipment methods include; Standard LTL, Truckload or Parcel via FedEx or UPS. Our distribution partners provide options that allow members to ship full truckloads of product to the distributor warehouse to be redelivered in smaller trucks to the member's facility.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Spacesaver holds multiple contracts. 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 *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<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 has implemented 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>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Spacesaver has implemented Business Intelligence (BI) software that automatically tracks and reports sales by contract, by market, by product and by our distributor partners. Sourcewell 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. Spacesaver also utilizes Salesforce to track potential sales opportunities with members to monitor the project through the entire sales cycle.</p>
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Spacesaver would like to propose a 2% administrative fee calculated as a percentage of the contract sale price, to be payable to Sourcewell on a quarterly basis for facilitating, managing, and promoting the Sourcewell Contract.</p>

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>HIGH-DENSITY MOBILE SHELVING By mounting shelving or cabinets onto a carriage and rail system, mobile storage eliminates fixed aisles to compact your storage space. It's a simple concept that enables you to significantly increase your storage capacity or store the same amount of items in half the footprint. Simply put, it's a way to store more in less space.</p> <p>METAL SHELVING Every Spacesaver metal shelving unit is easy to install, reconfigure, and expand as your needs change over time. Made from heavy-duty steel and finished with durable powder-coat paint, these shelving units are built to last. Choose the right shelving unit for your needs, and then select accessories to extend your system's function. Custom end panels are available on request to create a more aesthetically pleasing design.</p> <p>ART RACKS / ART SCREENS Experience easy operation, security and increased storage capacity while keeping your hanging art collection protected and organized with Spacesaver's line of art racks. Spacesaver offers six types of art rack systems to provide compact storage solutions for your visual art collection. Spacesaver's art racks can be fitted with different screen options depending on your need and aesthetic preference. Add accessories to securely store artwork and make efficient use of space.</p> <p>DAY USE LOCKERS</p>

Day Use Lockers bring a unique blend of quality, flexibility, and aesthetics to offices, libraries, spas, and other spaces. They optimize form and function, providing secure storage for personal items inside a customizable and reconfigurable design. Modular sizes and a variety of finishes and locking options ensure a perfect fit for any space, and lockers can be moved or reconfigured as yours needs change.

EVIDENCE STORAGE

Each evidence locker is available with a wide range of features and options including pass-through evidence lockers, non-pass-through evidence lockers, standard keyless locking system, and ControLoc® Technology integration.

FILING CABINET STORAGE

Spacesaver Bi-File (two row) and Tri-File (three row) sliding storage systems are an affordable way to maximize storage capacity, since two or three rows of shelving are placed in nearly the same footprint. The front shelving sections are mounted on movable carriages that move laterally on a track, which allow access to the back row of stationary shelving. Our modular bin system, FrameWRX®, can also be installed on this system. Units are easy to relocate if necessary and the system is modular, which means that additional units can easily be added at a later date.

LOCKER STORAGE

Locker storage provides a secure way to protect personal property and valuable gear. Ideal for businesses, police departments, campuses, SWAT teams, and military units, lockers can be customized to suit any need. We offer dozens of configurable locker accessories to help you keep uniforms, personal items, weapons, electronics, and paperwork organized and close at hand.

MODULAR STORAGE

Commercial modular storage systems from Spacesaver are designed with flexibility in mind. Both the FrameWRX® Storage System and the EZ Rail Element ® are modular storage systems that are made up of vertical frames and horizontal rails that provide flexible, reconfigurable storage solutions that are able to change on the fly in your commercial space. The modular rail and frame concept allows for bins, shelves and other accessories to be arranged in any configuration in order to increase user visibility, ease of access and supply organization. Modular storage systems from Spacesaver have proven successful in a variety of commercial spaces from pharmacy environments and military armories, to bookstores and industrial maintenance rooms.

MUSEUM STORAGE CABINETS

Designed to protect collections, save space, and provide enduring solutions for institutions of all sizes, Spacesaver's line of museum cabinets represents the future of collections care. From preservation cabinets to specialized cabinets for botany, entomology, geology, and flat files, our museum cases are fully configurable and customizable to suit any need. We understand that no collection is standard, and we'll help design a storage solution to fit your collection, your facility, and your day-to-day processes.

ROLLED TEXTILE RACKS

Museums often need to preserve large textiles such as flags, rugs, and quilts, but folding these objects for long-term storage can result in creases that form along the folds. To avoid folding and associated damage, these items can be rolled onto tubes and loaded onto racks for compact storage. Spacesaver introduced cantilever racks for rolled textiles after our museum clients told us they wanted racks that were more versatile, more durable, and easier to use than existing products on the market. Our sturdy rolled textile racks can be sized to perfectly fit your collection.

WEAPONS STORAGE

Our weapons storage solutions ensure that a wide variety of weapons, from pistols to long guns, are kept accessible, secure, and at the ready. Spacesaver's products are designed and manufactured in the USA of heavy-duty steel, and they're used by the U.S. military, law enforcement agencies, and even in museums that need to store vintage weaponry.

70 Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

PRODUCTS:

HIGH-DENSITY MOBILE

- Low-Profile Moving Shelving Systems
- Standard High-Density Mobile Storage
- Heavy-Duty Mobile Storage Racking
- Off-Site Archival Storage
- Vertical Grow Mobile System

Modes of Operation:

Manual
Mechanical Assist
Powered

Safety Features:

Photo Sweep® Sensor for Powered Operations
Safety Sweep for Powered & Mechanical Assist Operations
Aisle Entry Sensor for Powered Operations
Zero Force Sensor® for Powered Operations

ART RACKS / ART SCREENS

- Carriage-Mounted Art Rack
- Floor-Supported Pull-Out Art Rack
- Hang-Glider Pro
- Lateral Art Rack
- Mod-Glider Pro™
- Wall-Mounted Art Rack

EVIDENCE STORAGE

- Evidence Lockers
- Refrigerated Evidence Lockers
- Narcotic Evidence Lockers
- Weapon Evidence Lockers

LOCKER STORAGE

- Day Use Lockers
- Freestyle® Personal Storage Locker
- Gear Lockers
- Unattended Security Lockers

METAL SHELVING

- 4-Post & Case-Type
- Cantilever
- FrameWRX®
- GROW Drying Cart
- Nantucket Drawers and Trays
- Widespan
- XTend® Static High-Bay Shelving

MUSEUM STORAGE CABINETS

- Preservation
- Entomology
- Botany
- Oversized Preservation Cabinet
- Archival

INDOOR AGRICULTURE

- GROW Mobile Systems
- GROW Drying Cart
- GROW Crosswalk
- Widespan GROW

WEAPONS STORAGE

- Universal™ Weapon Rack – UWR® Storage System
- Wall Mounted Gun Lockers

SERVICES:

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:

- Determine storage needs based on an on-site assessment
- Assist with product selections, pricing, specifications, and color/finish selections

		<ul style="list-style-type: none"> •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 of existing Spacesaver products (disassembling, relocating, and re-installing) 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
71	Describe how your products will help participating entities organize their inventory of products.	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.
72	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>
73	Describe how any included software has improved the functionality and ease of use for your physical storage solutions.	All Spacesaver Powered Mobile systems include our patented TUSC® (Transforming Usable Space & Capability) platform with Bluetooth connectivity. This technology allows end users and service technicians to access powered mobile systems via a smart device through the use of two apps. End users are able to open and close aisles, enter and search for stored items, and see the system's safety status through the Control App. Spacesaver certified service technicians are able to use the Diagnostic App to improve service and reduce downtime.
74	Describe your project design approach and related applications of technology.	<p>As discussed elsewhere, Sourcewell members will work directly with our authorized distributors to design their projects and ensure that all of the member's needs are met. Our distributors utilize configuration software to maximize the efficiency of an end customer's space and ensure that all system requirements are met. Because our solutions are custom designed and custom manufactured, each customer can be confident that their unique needs have been met.</p> <p>Our configuration software allows our authorized distributors to input space dimensions and any unusual barriers or issues with the customer's space, and maximize every available area for storage in a customer's designated storage space.</p>

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

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

Line Item	Category or Type	Offered *	Comments
75	Bins	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

*

76	Lockers	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Locker storage provides a secure way to protect personal property and valuable gear. Ideal for businesses, police departments, campuses, SWAT teams, and military units, lockers can be customized to suit any need. We offer dozens of configurable locker accessories to help keep uniforms, personal items, weapons, electronics, and paperwork organized and close at hand. Day Use Lockers offer sleek, secure storage for personal belongings in offices, libraries, clinics, and other areas. Our heavy-duty personal storage lockers are long-time favorites of police officers, first responders, and the military personnel. Securely store personal gear, including uniforms, boots, vests, personal weapons, and electronic devices. Choose from additional features like HVAC integration and benches for comfort and convenience. Gear Lockers offer a secure and compact way to store duty bags, field gear, and bulky equipment that can be accessed at a moment's notice. Unattended Security Lockers are an ideal solution for businesses that need to keep items such as hard drives, or other valuables secure until pickup.</p>	*
77	Secure storage	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Any confidential, sensitive, or proprietary files or materials can be stored safely and securely in an Eclipse Powered System. Easily prevent authorized access to selected aisles or even the entire system. The standard Touch Technology Control™, the optional TouchPad, or TUSC® Control App lets you regulate access to restricted aisles. Optional locks allow individual carriages to be key-locked in the closed-aisle position. The system can also be programmed to automatically close and lock itself.</p> <p>Freestyle® Personal Storage Lockers are available with several different lock options, including: no lock (hasp only for padlock), keyed lock, and combination lock, to provide secure storage of personal belongings. Day-Use Lockers feature the complete lineup of security options and are adaptable to any additional locking offers outside of our offering. Spacesaver offers RFID, keypad, combination, keyed, or hasp locks.</p>	*
78	Vertical and horizontal shelving	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our 4-post and case shelving, as well as our cantilever library shelving, are highly configurable, flexible, and customizable. Made with pride in the USA, our shelving systems can be reconfigured, relocated, expanded, or mounted on our compact mobile systems as your needs change over time.</p>	*

79	Racking systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Spacesaver's ActivRAC® Mobilized Storage System eliminates idle aisles by mounting existing pallet racking or shelving onto mobile carriages that move along rails. These carriages have a load capacity of 3,000 to 30,000 lbs and are fitted with a host of safety and security features. The ability to anchor this mobile pallet racking system to existing concrete makes it a cost-effective solution for increasing capacity in any space, without the need for renovation or expansion.</p>
80	Access and inventory control systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Standard Keyless Locking System provide a secure chain of custody through Pass-Thru or Non-Pass-Thru processes, featuring a keyless evidence deposit option. ControLoc®, a built-in add-on feature to Spacesaver evidence lockers, allows only authorized personnel to access and store evidence with a locker during the filing and reporting process.</p>
81	Portable or mobile storage solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>To help eliminate non-productive space created by fixed aisles, the shelving and cabinets of Spacesaver High-Density Mobile Systems are mounted on wheeled carriages that travel on rails. To initiate carriage movement, three basic modes of operation are available - Manual, Mechanically Assisted, and Powered. Spacesaver High-Density Mobile Storage Systems give you significantly greater storage capacity per square foot of floor space. In many applications, Spacesaver High-Density Mobile Storage Systems are three times more space efficient than conventional filing and shelving at half the cost. Investment costs can typically be recovered in two years or less. These savings continue year after year.</p>
82	Related software, hardware, accessories, design, assembly, and installation services complementary to a proposer's offering of storage solutions described in Line Items 75 - 81	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Any software, hardware, and accessories necessary for proper functioning of our products as specified by the end customer will be included in a quote from any of our Area Contractors. Our Area Contractors provide comprehensive design, assembly, and installation services for all of our products, with a goal of providing turnkey storage solutions for our customers. Assembly and installation services are quoted on a project-by-project basis.</p>

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."
 - [Pricing](#) - Pricing.zip - Tuesday November 07, 2023 11:50:48
 - [Financial Strength and Stability](#) - Financials.zip - Wednesday November 08, 2023 15:41:07
 - [Marketing Plan/Samples](#) - Marketing Plan.zip - Thursday November 09, 2023 08:37:02
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Information.zip - Tuesday November 07, 2023 12:02:00
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - RFP_110923_Physical_Storage_Contract_Template Spacesaver Redline.docx - Tuesday November 07, 2023 14:06:58
 - [Upload Additional Document](#) - Additional Documents.zip - Thursday November 09, 2023 08:45:46

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Physical_Storage_RFP_110923 Wed October 25 2023 04:34 PM	<input checked="" type="checkbox"/>	1