SUBJECT: PIGGYBACK SOURCEWELL CONTRACT NO. 110923-DBM WITH REAL TIME NETWORKS, INC. FOR PHYSICAL STORAGE SYSTEMS AND EQUIPMENT WITH RELATED SOFTWARE AND SERVICES

BID #: POA-71386-24

OPEN DATE: N/A

JACKSONVILLE PROCUREMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – DATE OF EXECUTED CONTRACT THROUGH DECEMBER 29, 2027 WITH THREE (3) ONE-YEAR RENEWAL OPTIONS

AGENCY: JACKSONVILLE SHERIFF'S OFFICE – DEPARTMENT OF CORRECTIONS

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED:** N/A **OTHER:** N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Request approval to piggyback off Sourcewell contract #110923-DBM with Real Time Networks, Inc. for the purchase of DeBourgh Manufacturing KeyTracer High-Security RFID Key Management System for the Department of Corrections Facilities. Total not-to-exceed award amount will be $536,571.00. Period of service will be from the date executed contract through December 29, 2027 with three (3) one-year renewal options.

This award will be funded from account 11522.551103.564270.000000.00001344.00000.0000000, executed by formal contract agreement through the Office of General Counsel, and processed via Purchase Order(s).

ATTACHMENTS: Recommendation Memo, Supplier Approval & Pricing, Sourcewell Contract No. 110923-DBM, RFP, Risk Management Approval

ANALYST: _____
for OLIVE WALLACE-COHEN

RESPECTFULLY SUBMITTED: _____
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: KEVIN GOFF, DIRECTOR OF CORRECTIONS

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

To: Dustin Freeman
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

From: Kevin Goff KSG
Director of Corrections

Subject: Piggyback Request Sourcewell Solicitation Number RFP #110923 Physical Storage Systems and Equipment with Related Software and Services

Date: June 17, 2024

The Jacksonville Sheriff's Office is requesting a piggyback award under Sections 126.211 and 126.309 of the ordinance code to procure DeBourgh Manufacturing KeyTracer High-Security RFID Key Management System for the Department of Corrections Facilities from Real Time Networks. We request authorization to utilize the Sourcewell RFP #110923, which was competitively procured and awarded to DeBourgh All American Lockers/Real Time Networks. The contract is an active contract between the Sourcewell and the supplier. We are requesting the award between the Jacksonville Sheriff's Office and Real Time Networks to purchase the KeyTracer system for the Department of Corrections Facilities. The total not to exceed expenditure amount is $ 536,571.00, from account code 11522.551103.564270.000000.00001344.00000.0000000. We are requesting that purchase order be issued for this request.

Attached is a copy of quote from Real Time Networks, Sourcewell Contract and Sourcewell RFP #110923. We are requesting authorization for the piggyback contract to be executed by the Office of General Council.

Attached of the Certificate of Liability Insurance and approval by Risk Management.

Please let me know if you require any additional information. Thank you for your assistance.

DEBOURGH

Date: March 14, 2024

Re: KeyTracer & AssetTracer Control Cabinets

Please be advised that Real Time Networks is an authorized distributor, representative, and certified installer for DeBourgh Manufacturing products and authorized to execute on behalf of DeBourgh's Sourcewell contract number 110923-DBM. DeBourgh Manufacturing products include all locker systems supplied by DeBourgh as well as any items incidental to the installation of those locker systems.

Real Time Networks is the technology partner which adds the intelligence and software included in all of the locker units as well as the sales, installation, and support arms of the products, as it relates to the KeyTracer and AssetTracer.

If you should have questions, please feel free to contact me.

Sincerely,

Patrick Berg
President/CEO
DeBourgh Manufacturing
719-469-3142
pberg@debourgh.com

REAL TIME NETWORKS INC.
Head Office: 16-1833 Coast Meridian Road
Port Coquitlam, BC, V3C 6G5
www.realtimenetworks.com
Phone: 1-800-331-2882
Fax: 604-941-8480

QUOTATION 8867879722

ATTN: Chief J.C. Benoit
Jacksonville Sheriff's Office | Prisons Division

Updated Date

June 25, 2024

QUOTATION PREPARED BY: CYNTHIA JOHNSON

Part #	Qty	Description	Unit Price	Ext. Price
		MONTGOMERY CORRECTIONS UNITS - Facility 1		
		KTA-2 - North Unit Control - Intake - Location 1		
		Key Tracer: 16 Key System	$12,586.00	$12,586.00
KTA1090	1	KTA-2 Module Cabinet with Steel Door		
KTA1014	1	KTA 16 Wide Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA145S	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-2 - Watch Commander - Location 2		
		Key Tracer: 16 Key System	$12,586.00	$12,586.00
KTA1090	1	KTA-2 Module Cabinet with Steel Door		
KTA1014	1	KTA 16 Wide Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA145S	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-1 Public Reception - Location 3		
		Key Tracer: 16 Key System	$11,596.00	$11,596.00
KTA1088	1	KTA-1-A Module Cabinet with Steel Door		
KTA1343	1	KTA 16 Single Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA145S	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-1 F Building - Location 4		
		Key Tracer: 8 Key System	$11,002.00	$11,002.00
KTA1088	1	KTA-1-A Module Cabinet with Steel Door		
KTA1029	1	KTA 8 Single Key Module (includes 8 Grey Seals, 8 Black KeyFobs and 8 Key Rings(25mm))		
KTA145S	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		

KTA1147	1	Key Tracer Module CSO High Security Module - Each Additional Terminal		
		KTA-1 - E Building - Location 5		
		Key Tracer: 8 Key System	$11,002.00	$11,002.00
KTA1088	1	KTA-1-A Module Cabinet with Steel Door		
KTA1029	1	KTA 8 Single Key Module (Includes 8 Grey Seals, 8 Black KeyFobs and 8 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module CSO High Secur ty Module - Each Additional Terminal		
		KTA-1 - Clinic - Location 6		
		Key Tracer: 16 Key System	$11,596.00	$11,596.00
KTA1088	1	KTA-1-A Module Cabinet with Steel Door		
KTA1343	1	KTA 16 Single Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4 x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module CSO High Security Modu e Each Additional Terminal		
		KTA-1 - C Building - Location 7		
		Key Tracer: 8 Key System	$11,002.00	$11,002.00
KTA1088	1	KTA-1-A Module Cab net with Steel Door		
KTA1029	1	KTA 8 Single Key Module (Includes 8 Grey Seals, 8 Black KeyFobs and 8 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271 S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verificat on and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO High Security Module Each Additional Terminal		
		KTA-2 - B Building - Location 8		
		Key Tracer: 16 Key System	$11,596.00	$11,596.00
KTA1090	1	KTA-2 Module Cabinet with Steel Door		
KTA1014	1	KTA 16 Wide Key Module (Includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Requ red for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-4 - Administration Office - Location 9		
		Key Tracer: 80 Key System	$19,632.00	$19,632.00
KTA1092	1	KTA-4 Module Cabinet with Steel Door		
KTA1023	1	KTA Blank Panel		
KTA1343	1	KTA 16 Single Key Module (Includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1308	2	KTA 32 Key Module (Includes 32 Grey Seals, 32 Black KeyFobs and 32 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programm ng		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-2 - Prison Industries - Location 10		
		Key Tracer: 48 Key System	$15,512.00	$15,512.00

KTA1090	1	KTA 2 Module Cabinet with Steel Door		
KTA1343	1	KTA 16 Single Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1308	1	KTA 32 Key Module (includes 32 Grey Seals, 32 Black KeyFobs and 32 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271 S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278 4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-8 - Security Unit - Location 11		
		Key Tracer: 208 Key System	$33,620.00	$33,620.00
KTA1094	1	KTA-8 Module Cabinet with Steel Door		
KTA1023	1	KTA Blank Panel		
KTA1343	1	KTA 16 Single Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1308	6	KTA 32 Key Module (includes 32 Grey Seals, 32 Black KeyFobs and 32 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271 S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278 4	1	DEA4 KTA Ethernet Adapter		
KTA1100	1	Key Tracer Software V4.x basic Per Terminal License code with 1 Admin User License		
KTA1138	1	Key Tracer Module: CSO - High Security Module - First Terminal		
KTA1024	6	KTA 60mm Ring Kit - 5 Ring, 5 Shuttles, 10 Grey Seals	$125.00	$750.00
		30 Re-Usable 60mm Large 2 1/2" Rings with shuttles (grey seals are one time use)		
	440	Standard Re-usable rings and 450 one-time use seals - included	$0.00	$0.00
		COMMUNITY TRANSITION CENTER UNITS - Facility 2		
		KTA-1 - Intake - Location 1		
		KeyTracer: 32 Key System	$12,216.00	$12,216.00
KTA1088	1	KTA-1-A Module Cabinet with Steel Door		
KTA1308	1	KTA 32 Key Module (includes 32 Grey Seals, 32 Black KeyFobs and 32 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-2 - Public Reception - Location 2		
		KeyTracer: 40 Key System	$14,448.00	$14,448.00
KTA1090	1	KTA-2 Module Cabinet with Steel Door		
KTA1029	1	KTA 8 Single Key Module (includes 8 Grey Seals, 8 Black KeyFobs and 8 Key Rings(25mm))		
KTA1308	1	KTA 32 Key Module (includes 32 Grey Seals, 32 Black KeyTags and 32 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-4 - Sgt. Thurman's Office & Spare Safe Keys - Location 3		
		KeyTracer: 128 Key System	$23,181.00	$23,181.00
KTA1092	1	KTA-4 Module Cabinet with Steel Door		
KTA1308	4	KTA 32 Key Module (includes 32 Grey Seals, 32 Black KeyFobs and 32 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		

KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
KTA1024	5	KTA 60mm Ring Kit - 5 Ring, 5 Shuttles, 10 Grey Seals	$125.00	$625.00
		25 Re-Usable 60mm Large 2-1/2" Rings with shuttles (grey seals are one-time use)		
	200	Standard Re-usable rings and 200 one-time use seals - Included	$0.00	$0.00
		Pre-Trial Location - Facility 3		
		KTA-4 - Watch Commander - Location 1		
		Key Tracer: 64 Key System	$19,010.00	$19,010.00
KTA1092	1	KTA-4 Module Cabinet with Steel Door		
KTA1343	1	KTA 16 Single Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1014	1	KTA 16 Wide Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1308	1	KTA 32 Key Module (includes 32 Grey Seals, 32 Black KeyFobs and 32 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-2 - Intake - Location 2		
		Key Tracer: 16 Key System	$12,586.00	$12,586.00
KTA1090	1	KTA-2 Module Cabinet with Steel Door		
KTA1014	1	KTA 16 Wide Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-2 - Property - Location 3		
		Key Tracer: 16 Key System	$12,586.00	$12,586.00
KTA1090	1	KTA-2 Module Cabinet with Steel Door		
KTA1014	1	KTA 16 Wide Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-2 - Booking - Location 4		
		Key Tracer: 16 Key System	$12,586.00	$12,586.00
KTA1090	1	KTA-2 Module Cabinet with Steel Door		
KTA1014	1	KTA 16 Wide Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-4 - Central Control - Location 5		
		Key Tracer: 32 Key System	$15,644.00	$15,644.00
KTA1092	1	KTA-4 Module Cabinet with Steel Door		
KTA1023	1	KTA Blank Panel		
KTA1343	1	KTA 16 Single Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1014	1	KTA 16 Wide Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		

KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verificat on and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4 x Required for Every Additional Term nal		
KTA1147	1	Key Tracer Module. CSO - High Security Module - Each Addit ona Terminal		
		KTA-1 Classification - Location 6		
		Key Tracer: 8 Key System	$11,002.00	$11,002.00
KTA1088	1	KTA-1-A Modu'e Cabinet with Steel Door		
KTA1029	1	KTA 8 Single Key Module (includes 8 Grey Seals, 8 Black KeyFobs and 8 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verificat'on and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Termina		
KTA1147	1	Key Tracer Module CSO - High Security Module - Each Additional Terminal		
		KTA-1 - ICE Office - Location 7		
		Key Tracer: 8 Key System	$11,002.00	$11,002.00
KTA1088	1	KTA-1-A Module Cabinet with Steel Door		
KTA1029	1	KTA 8 Single Key Module (inc·udes 8 Grey Seals, 8 Black KeyFobs and 8 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verif·cation and Programm.ng		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module CSO - High Security Module - Each Additional Termina		
		KTA-4 - 2nd Floor - Location 8		
		Key Tracer: 24 Key System	$15,050.00	$15,050.00
KTA1092	1	KTA-4 Module Cabinet with Stee· Door		
KTA1023	1	KTA Blank Panel		
KTA1029	1	KTA 8 Single Key Module (includes 8 Grey Seals, 8 Black KeyFobs and 8 Key Rings(25mm))		
KTA1014	1	KTA 16 Wide Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verificat on and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-4 Mezzanine 2 - Location 9		
		Key Tracer: 32 Key System	$15,644.00	$15,644.00
KTA1092	1	KTA-4 Module Cabinet with Steel Door		
KTA1023	1	KTA Blank Panel		
KTA1343	1	KTA 16 Single Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1014	1	KTA 16 Wide Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-4 - 3rd Floor - Location 10		
		Key Tracer: 24 Key System	$15,050.00	$15,050.00
KTA1092	1	KTA-4 Module Cabinet with Steel Door		
KTA1023	1	KTA Blank Panel		
KTA1029	1	KTA 8 Single Key Module (includes 8 Grey Seals, 8 Black KeyFobs and 8 Key Rings(25mm))		
KTA1014	1	KTA 16 Wide Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		

KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-1 - Mezzanine 3 - Location 11		
		Key Tracer: 8 Key System	$11,002.00	$11,002.00
KTA1088	1	KTA-1-A Module Cabinet with Steel Door		
KTA1029	1	KTA 8 Single Key Module (includes 8 Grey Seals, 8 Black KeyFobs and 8 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-2 - 4th Floor - Location 12		
		Key Tracer: 16 Key System	$12,586.00	$12,586.00
KTA1090	1	KTA-2 Module Cabinet with Steel Door		
KTA1014	1	KTA 16 Wide Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-1 Mezzanine 4 - Location 13		
		Key Tracer: 8 Key System	$11,002.00	$11,002.00
KTA1088	1	KTA-1-A Module Cabinet with Steel Door		
KTA1029	1	KTA 8 Single Key Module (includes 8 Grey Seals, 8 Black KeyFobs and 8 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-2 - 5th Floor - Location 14		
		Key Tracer: 16 Key System	$12,586.00	$12,586.00
KTA1090	1	KTA-2 Module Cabinet with Steel Door		
KTA1014	1	KTA 16 Wide Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-1 Mezzanine 5 - Cabinet A Fugitive - Location 15A		
		Key Tracer: 8 Key System	$11,002.00	$11,002.00
KTA1088	1	KTA-1-A Module Cabinet with Steel Door		
KTA1029	1	KTA 8 Single Key Module (includes 8 Grey Seals, 8 Black KeyFobs and 8 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		

		KTA-1 Mezzanine 5 - Cabinet B GTL - Location 15B		
		Key Tracer: 8 Key System	$11,002.00	$11,002.00
KTA1088	1	KTA-1-A Module Cabinet with Steel Door		
KTA1029	1	KTA 8 Single Key Module (includes 8 Grey Seals, 8 Black KeyFobs and 8 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-4 - 6th Floor - Location 16		
		Key Tracer: 24 Key System	$15,050.00	$15,050.00
KTA1092	1	KTA-4 Module Cabinet with Steel Door		
KTA1023	1	KTA Blank Panel		
KTA1029	1	KTA 8 Single Key Module (includes 8 Grey Seals, 8 Black KeyFobs and 8 Key Rings(25mm))		
KTA1014	1	KTA 16 Wide Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-4 - LL - Location 17		
		Key Tracer: 24 Key System	$15,050.00	$15,050.00
KTA1092	1	KTA-4 Module Cabinet with Steel Door		
KTA1023	1	KTA Blank Panel		
KTA1029	1	KTA 8 Single Key Module (includes 8 Grey Seals, 8 Black KeyFobs and 8 Key Rings(25mm))		
KTA1014	1	KTA 16 Wide Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-1 Laundry - Cabinet - Location 18		
		Key Tracer: 8 Key System	$11,002.00	$11,002.00
KTA1088	1	KTA-1-A Module Cabinet with Steel Door		
KTA1029	1	KTA 8 Single Key Module (includes 8 Grey Seals, 8 Black KeyFobs and 8 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		
		KTA-2 - Receiving - Location 19		
		Key Tracer: 48 Key System	$15,512.00	$15,512.00
KTA1090	1	KTA-2 Module Cabinet with Steel Door		
KTA1343	1	KTA 16 Single Key Module (includes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1308	1	KTA 32 Key Module (includes 32 Grey Seals, 32 Black KeyFobs and 32 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verification and Programming		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO - High Security Module - Each Additional Terminal		

		KTA-2 - Building Maintenance - Location 20		
		Key Tracer: 16 Key System	$12,586.00	$12,586.00
KTA1090	1	KTA-2 Module Cabinet with Steel Door		
KTA1014	1	KTA 16 Wide Key Module (ncludes 16 Grey Seals, 16 Black KeyFobs and 16 Key Rings(25mm))		
KTA1455	1	KTA Terminal		
KTA1241	1	KTA Terminal Bracket		
KTA1271-S	1	Power Supply for Keypad Terminal		
KTA1004	1	KTA De-Sealing tool		
KTA1380 Program S0223	1	KTA Card Reader Module, Card Verificat on and Programm ng		
KTA1278-4	1	DEA4 KTA Ethernet Adapter		
KTA1119	1	Key Tracer Software V4.x Required for Every Additional Terminal		
KTA1147	1	Key Tracer Module: CSO High Secur ty Module Each Additional Terminal		
KTA1024	40	KTA 60mm Ring Kit 5 Ring, 5 Shuttles, 10 Grey Seals	$120.00	$4,800.00
		200 Re-Usable 60mm Large 2 1/2" Rings with shuttles (grey seals are one-time use)		
	440	Standard Re-usable rings and 350 one time use seals included not additional	$0.00	$0.00
		Enterprise Network Software and Licensing		
KTA1431	1	KeyTracer IMPorter Interface Import ng User information into KTA Software	$935.00	$935.00
KTA1362	2	KeyTracer Software For each additional concurrent Administrator Level License	$574.00	$1,148.00
KTA1450	1	KeyTracer Network Software Extensions 1,000 KeyTagsFobs	$1,424.00	$1,424.00
KTA1365	1	KeyTracer Software Extensions For each additional 1,000 Active Users	$1,424.00	$1,424.00
		This add-on Software option is NOT included in the quote total below:		
		Not included in this quotation total - can be added:		
		If Purchasing SAML - you will need our API and The SAML Integration Software/License		
KTA1027	1	KeyTracer Web Services Interface (API) One Time Fee	$575.00	add-on option
		Software with Annual Fee of same		
KTA1465	1	SAML2.0 - KTA Single Sign On Extension	$2,990.00	add-on option
	1	Freight Shipping - Facility 1	$2,900.00	$2,900.00
	1	Freight Shipping - Facility 2	$1,500.00	$1,500.00
	1	Freight Shipping - Facility 3	$4,450.00	$4,450.00
	1	Onsite Installation support Services - Facility 1	$8,500.00	$8,500.00
	1	Onsite Installation support Services - Facility 2	$5,000.00	$5,000.00
	1	Onsite Installation support Services - Facility 3	$13,000.00	$13,000.00
		Sales tax NOT included in Quotation Pricing amount - if customer is tax exempt - no sales tax will be added to invoices		
		Quotation Total NOT including Sales tax		**$536,571.00**
		QUOTE IS VALID FOR 30 DAYS ONLY.		

The client is responsible for arranging the installation and availability of all necessary data connections and electrical power for the equipment. Specifically, this includes ethernet cabling for network connections and appropriate power outlets. These facilities should be set up in accordance with the load requirements of the installed equipment and should comply with local electrical codes. Please note that our quotes do not cover the provision of ethernet or power cabling to the location where the equipment will be installed.

All Prices are in US Dollars, See Tems and Conditions

Payment Terms: 50% deposit on order placement, 50% due upon delivery

GOODS WILL NOT BE SHIPPED UNTIL THE DEPOSIT IS PAID IN FULL. FAILURE TO PROVIDE THE DEPOSIT WILL RESULT IN A SHIPPING DELAY.

1 Year Limited Hardware and Software Warranty

By signing below, I/we, acknowledge and accept the terms of the quote provided, and agree to move forward with the products and services as outlined.

Signature

Date

Sourcewell

Solicitation Number: RFP #110923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and DeBourgh Mfg. Co. dba DeBourgh All-American Lockers, 27505 Otero Avenue, La Junta, CO 81050 (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 Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License*. During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

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

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

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

22. CANCELLATION

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

DocuSigned by
Jeremy Schwartz
C0FD2A139006480

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 12/19/2023 | 4:04 PM CST

DeBourgh Mfg. Co. dba DeBourgh All-American Lockers

DocuSigned by:
Michael Weitz
42152F5B0B8C45A

By: _____
Michael Weitz
Title: Director of Sales & Marketing

Date: 12/19/2023 | 3:27 PM CST

Approved:

DocuSigned by
Chad Coauette
48BAF71B0B34454

By: _____
Chad Coauette
Title: Executive Director/CEO

Date: 12/19/2023 | 4:05 PM CST

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

Vendor Details

Company Name:	DeBourgh Mfg. Co
Does your company conduct business under any other name? If yes, please state:	DeBourgh All-American Lockers
Address	27505 Otero La Junta, CO 81050
Contact	Michael Weitz
Email:	mweitz@debourgh.com
Phone:	405-365-0075
Fax:	719-384-7713
HST#:	

Submission Details

Created On:	Tuesday November 07, 2023 20:16 39
Submitted On	Thursday November 09, 2023 13:02:20
Submitted By:	Michael Weitz
Email:	mweitz@debourgh.com
Transaction #:	bb1cf609-940d-484f-b299-b2aad1b8ef22
Submitter's IP Address:	208.123.137.5

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")	DeBourgh Mfg. Co. dba DeBourgh All-American Lockers
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Real Time Networks, Ojmar, Assa Abloy, Keyless Co., LoQit, Kuario, Master Lock
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	DeBourgh All-American Lockers, Ojmar US, Ojmar Intelligent Locking Systems, Assa Abloy Opening Solutions, LoQit B.V., Kuario Inepro Group Companies, Master Lock Company
4	Provide your CAGE code or Unique Entity Identifier (SAM):	41-0648781
5	Proposer Physical Address:	27505 Otero Avenue La Junta, CO 81050
6	Proposer website address (or addresses):	https://debourgh.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):	Michael Weitz Director of Sales & Marketing 27505 Otero Avenue La Junta, CO 81050 mweitz@debourgh.com 405-365-0075
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael Weitz Director of Sales & Marketing 27505 Otero Avenue La Junta, CO 81050 mweitz@debourgh.com 405-365-0075
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone)	Patrick Berg President 27505 Otero Avenue La Junta, CO 81050 pberg@debourgh.com 719-469-3142

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.	DeBourgh Manufacturing is a 114-year-old, family-owned company that originated in Minnesota. The business begun its journey by specializing in custom metal fabrication, forming and welding, with multiple divisions like farming equipment, heavy machinery, airplane parts, and even tanks during WWII. In 1931, the Berg family was approached by the University of Minnesota to produce lockers for their hockey team which required maximum ventilation and the highest security, as they were in a community space at the time. The lockers' unique angle iron frame proved to be so robust and long-lasting, word-of-mouth turned DeBourgh into a locker company. DeBourgh moved to La Junta, Colorado in 1990, which had a factory that could take on the massive backlog of locker orders with minimal disruption. DeBourgh chose to focus on their most popular product line, all-welded lockers. DeBourgh is still proud to manufacture out of La Junta to this day. DeBourgh is committed to All-American manufacturing and sourcing that provide the ultimate value and options to end users – built to their environment with lockers that work every time. Our core values include: Intent to help – DeBourgh understands that it exists because there are many people with diverse needs and a "one-size-fits-all" approach leaves many in the cold. DeBourgh examines needs in collaborate, not to fit one in a box, but to determine what will work in a space, that people will love. Humbly, best in class – DeBourgh' s methods and collaboration with stakeholders provide the best and safest storage space. A locker system an end user never has to think about is the best locker system Fair and square – DeBourgh acts with pure intentions, transparency, and honor, creating mutually beneficial partnerships and relationships DeBourgh Manufacturing thrives on a business philosophy that melds its core values to a top-of-the-line product; one that is designed to last the lifetime of a building while requiring minimal maintenance during its life cycle. Through our focus on all-welded, unibody metal construction and sourcing the highest quality American steel our commitment to on-time delivery backed up by the industry's best customer service, DeBourgh owes its longevity within the physical storage market to customer satisfaction over only offering the lowest price.
11	What are your company's expectations in the event of an award?	DeBourgh intends to continue to provide the highest value, multi-purpose locker solutions available to Sourcewell members. DeBourgh has held a Sourcewell contract for several years and is keenly aware of the mutual value provided to members and vendors. DeBourgh expects to continue to focus on growing as a relatively small, family-owned company that is agile enough to cover considerable gaps in the market. Further, DeBourgh plans to continue education among its dealer network of sales staff by not only encouraging participation in Sourcewell training programs, but by helping them develop a deeper understanding of the flexibility that the contract provides to customers who are seeking to obtain a premium product while satisfying bidding requirements. DeBourgh maintains standards of quality that have established industry benchmarks within the locker space, and it is DeBourgh's belief that with a myriad of lower-quality products on the market that are intended to confuse end users, a best-value contract for high-quality products is ideal for many members that do not wish to go through a complicated procurement process. DeBourgh expects to fulfill that need should it be awarded again with a contract.
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.	Documents are attached. DeBourgh has increased its financial strength through a number of cost-saving measures, such as more competitive and long-term purchasing of steel contracts to lock in low market prices, as well as for other material inputs such as chemicals and paint. Over the last few years, DeBourgh has also engaged in a number of large capital expenditures to improve its production capabilities while also simultaneously boosting its manufacturing efficiencies through the purchase of newer automated panel benders and forming machines. This has allowed DeBourgh to reduce the amount of labor hours required to produce lockers while maximizing capacity. DeBourgh has drastically reduced its inventory turn-over time and cost of goods sold ratio since 2019.
13	What is your US market share for the solutions that you are proposing?	Most U.S. locker manufacturers to not share their revenue numbers. Therefore, the market share is an educated guess based on projects quoted and projects we see specified in various verticals. In the education market, we estimate DeBourgh's share of all-welded locker sales is 25-30% overall. Within the subset of fully framed angle iron lockers, DeBourgh most likely represents 45-50% of the market. In the smart locker market within education, DeBourgh represents 75-80% of the current market, excluding parcel delivery. In the government market, we estimate DeBourgh's share of welded locker sales is 8-10%. In the first responder market, we estimate DeBourgh's share of welded locker sales is 10-15%.
14	What is your Canadian market share for the solutions that you are proposing?	DeBourgh does not have reliable numbers on its Canadian market share. DeBourgh has done several large-scale projects in Canada. In recent years, it has expanded its market penetration into Canada via its partnership with Real Time Networks to produce the Asset Tracer Locker, a popular equipment tracking and tracing locker that appeals to many commercial entities and police stations. However, we estimate that its overall market cap to still be less than 5%.

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	DeBourgh is best described as a manufacturer. DeBourgh's relationship with sales and service force is as follows. Internal Sales Representatives: Internal Sales Representatives (ISR) are employees of DeBourgh and are responsible for processing customer requests and defining pricing for budgets and proposals. DeBourgh maintains a healthy staff to process requests from our dealer network, as well as new potential dealers and partners via our website. They also provide pricing to general contractors, direct customer handling their own installation, and early design work with architects and interior designers. Project Managers: Project Managers (PM) are the fulfillment side of orders from customers and dealers. PMs ensure that orders arrive on time, as ordered, and handle any after-order requests, such as additional filler. PMs are employees of DeBourgh. External Sales Representatives: External Sales Representatives can be the President, Director of Sales, Director of Product Development, Regional Sales Representative or any combination thereof. External Sales Representatives handle new partnerships, dealer maintenance and training, sales calls and consulting, new product development, customer and architectural learning courses, and warranty calls. External Sales Representatives are employees of DeBourgh. Engineering Team: DeBourgh's engineering team handles the development of product in space as measured in field-verified dimensions. This ensures the lockers and filler will properly fit as specified and serve the customer's needs. Our engineering team also collaborates with customers to develop new or custom product for the customer's exact use case. The engineering team works with the customers to create a visual representation of the sales order for customer review. The engineering team is employed by DeBourgh. Dealers: Dealers, or representatives, are not employed by DeBourgh but are trained and certified in DeBourgh product and installation. DeBourgh dealers are authorized to offer DeBourgh product to customers within a specified territory, be that geographical or market-based. The vast majority of DeBourgh dealers primarily serve education and government markets. Dealers represent the maximum value a customer can expect from DeBourgh. Installers: Installers are typically subcontracted out by DeBourgh or a DeBourgh dealer to perform onsite unload and installation services. Installers are usually their own separate company and have their own licenses to perform such labor within compliance of all applicable state and municipal laws and certifications required for an installation project. In some cases, a member may choose to perform their own installation using their maintenance or custodial services or through a student-centric vocational program. DeBourgh has provided an option within the scope of this contract to make it easier for customers to know they can perform these services themselves if they so wish. Partners: DeBourgh considers other manufacturers with their own solution as partners in the intent to provide a member the highest value. These partners may include other locker companies, lock manufacturers, software and service companies access control and security providers. Each of these partners have their own dealer and representation network that can also supply DeBourgh products, increasing the options for members. DeBourgh considers these partner networks as extensions of our existing dealer network. Integrators: DeBourgh works with certain access control or low-voltage integrators affiliated with one or more of DeBourgh's partners to ensure proper connection to local networks and/or access control systems. Focus is always on finding someone local who may already work with the end user, ensuring a simplified communication chain for the member. Direct Partners: DeBourgh will work directly with Construction Managers (CM) or General Contractors (GC) in some cases at the request of the member. In these instances, the CM or GC acts in the capacity as a DeBourgh dealer and can utilize the contract on DeBourgh's behalf with consideration to compliance with the contract
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	DeBourgh maintains all standard business, sales and tax licenses for operating in the state of Colorado. Installation subcontractors that are DeBourgh representatives are required to acquire and maintain contractor licenses in the relevant state and municipalities in which they are required based on project location. DeBourgh also requires product training from partners in order to become a certified salesperson or installation team, this includes the use of the cooperative purchasing vehicle of Sourcewell.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None.

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	Please see attached. DeBourgh has received a number of workplace safety and cost-containment awards from the State of Colorado.
20	What percentage of your sales are to the governmental sector in the past three years	Government sales has constituted 1.29% of DeBourgh's overall sales over the past three years.
21	What percentage of your sales are to the education sector in the past three years	The education sector has accounted for 90.93% of DeBourgh's sales in the past three years.
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?	Sourcewell #010920-DBM - $10,031,503.13
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?	DeBourgh does not currently participate in any GSA contracts.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Moorhead Area Public Schools	Curtis Ness	218-284-3346
Baldwin Union Free School District	James P. Robinson, Ed. D.	516-434-6040
Fort Wayne Community Schools	Darren Hess	260-467-2073

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 *
Indiana Public Schools	Education	Indiana - IN	Lockers and Locker Systems (Material, Delivery, Installation, Clean-up, Project Management).	28,953 Lockers & Accessories	$5,167,901
Washington Public Schools	Education	Washington - WA	Lockers and Locker Systems (Material, Delivery, Installation, Clean-up, Project Management).	23,757 Lockers & Accessories	$4,193,644
Minnesota Public Schools	Education	Minnesota - MN	Lockers and Locker Systems (Material, Delivery, Installation, Clean-up, Project Management).	20,147 Lockers & Accessories	$3,731,552
New York Public Schools	Education	New York - NY	Lockers and Locker Systems (Material, Delivery, Installation, Clean-up, Project Management).	17,162 Lockers & Accessories	$2,727,707
Illinois Public Schools	Education	Illinois - IL	Lockers and Locker Systems (Material, Delivery, Installation, Clean-up, Project Management)	11,529 Lockers & Accessories	$2,639,311

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	DeBourgh's sales force is comprised of full-time employees who work directly in conjunction with its dealer network. It contains a Sales Assistant that routes in-coming calls, schedules quotes, and provides customer service. DeBourgh has two Internal Sales Representatives which handle customer requests for products and service, create pricing and proposals, and collect purchase orders from customers. Debourgh also has four Project Managers who ensure orders arrive on time, complete, and to everyone's satisfaction by working with our representatives and customers. DeBourgh utilizes up to five External Sales resources that travel to customers' locations, perform education, and onboard new representation and partnerships. DeBourgh also maintains a team of six drafters and engineers to design and deliver service while also providing visual representations and layouts to customers as a part of the sales/service process. These employees all operate out of DeBourgh's office in La Junta, Colorado. In total, DeBourgh has 15 full-time employees for the customer-facing, sales and service side.
27	Dealer network or other distribution methods.	Dealers are not employees of DeBourgh. Each dealership has a unique structure and employee resources for both sales and service. Each dealership tends to have both sales and project management components. Dealers work directly with DeBourgh on Sourcewell projects to maintain compliance. They typically manage a territory in which their primary office is in, and typically specialize in a particular sector, usually education. Please see attached list for territories and sectors covered by DeBourgh Sales & Service partners. DeBourgh, because of the unique nature in which it produces items, can work directly with members and construction teams more easily than other locker manufacturers. Because lockers arrive fully assembled and ready to install, it is easier to secure lockers. Also, due to DeBourgh's limited lifet me warranty, service and maintenance is incredibly rare.
28	Service force.	For DeBourgh, sales and service are handled by the same group. The same teams, both internally and externally, manage all sales and service calls. This helps with continuity as there is always a set group of people to reach out to in the event that something is required, that way someone can mobilize the necessary resources who is also knowledgeable about the project. Service calls are very rare, but are responded to immediately by DeBourgh's sales staff, with quicker than average lead times for anything that needs to be manufactured.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	DeBourgh's ordering process has two main phases, getting a job ready for production, and the final ordering of materials and building the project. Orders are typically, though not exclusively, received by the dealers in our network, who verify everything that is required in an order to fulfill it, and accept an end-user's purchase order. They will then issue a purchase order to DeBourgh, who will slot it into the schedule for production, and then begin to have the design drafting team create a set of submittals / approval drawings to give the customer a visual representation of the layout and an elevation of their personal storage. Once DeBourgh has received approval of the drawings, and the customer has selected other important features such as field verified dimensions, color, number sequence, base height and ADA locations, the job will be marked 'ready for production,' which means that there is no other information needed to build a project. After a job is RFP, DeBourgh will begin to order the necessary materials such as steel and paint, usually having the lockers ready to ship 10-12 weeks after. The dealer will handle coordination and approval of this information with the end-user, including working with DeBourgh's shipping department to coordinate with installation teams who will be on site to receive the lockers.
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.	For DeBourgh, service is a large component of our value proposition. For requests that come in through our dealer network, response time on average is less than 24-hours. Pricing proposals typically get to the customer in less than 48-hours. For service questions or website requests, response time is on average less than 10-minutes during operating hours. A request for service typically is processed by the local dealer, who may not even require DeBourgh resources. For additional parts, the dealer would process an order through DeBourgh's project management team. Orders are typically processed and delivered within three weeks. Budgets and proposals are typically processed and delivered to the customer within 48-hours. Requests are typically delivered by email or phone call and routed to the appropriate team.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	DeBourgh is fully committed to its partnership with Sourcewell to provide the most high-value products and services to its customers in every area of the United States. DeBourgh has an extensive dealer network that provides local representation in a majority of states, and it is always looking to expand its sales force with like-minded dealers who understand the benefits of a high quality product. In those few areas where we lack local representation, we are always willing to provide a material only price to any interested customers, and will also occasionally directly hire an installation team if necessary.

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	For Canada, DeBourgh has less coverage through a dealer network, but is always looking to expand its list of partners. It has gained a lot of traction in the smart locker and asset tracking markets via its work with Real Time Networks, a Vancouver-based company that offer high-end smart locker solutions. Similar to the United States areas where DeBourgh lacks local representation, it will often still service customers by providing material only proposals to those who have qualified installation teams. Ultimately, there are no limitations for DeBourgh when it comes to doing business in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None. DeBourgh can fully serve any geographic area in the United State and Canada.
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?	None. Sourcewell is DeBourgh's primary cooperative purchasing vehicle, and has no limitations on markets or sectors that it can serve.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. In some situations there maybe extra shipping requirements in order to properly deliver product to these areas, DeBourgh has and will continue to service both territories.

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	Examples will be uploaded, but DeBourgh includes the Sourcewell logo on all of its relevant marketing material (for Education, Government and Non-profit markets), as well as it is featured prominently on our website in two ways. First, DeBourgh's main page contains a Sourcewell marketing video in the above-the-fold background that contains a pop-out link so that it can be viewed with full video and sound (https://debourgh.com/). Second, we have a dedicated page for Sourcewell (https://debourgh.com/resources/sourcewell-cooperative-purchasing/) that contains a different Sourcewell video, "The Sourcewell Advantage," along with information related to the contract, contact information, and links to both our Sourcewell page on Sourcewell's website, and the main Sourcewell page. Further, all DeBourgh training materials for representatives of the company feature a segment on using the contract, and support for members. A primary component of the marketing for DeBourgh's contract is the value DeBourgh has to offer. Members recognize the value that the contract can bring by mitigating stressful procurement processes where the insistence on obtaining the lowest price can create a run to the bottom of quality.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	DeBourgh employs a diverse array of technologies to boost its marketing effectiveness. It utilizes email marketing and LinkedIn to connect with new potential members and future partners. DeBourgh also utilizes blogs to spread awareness of the importance of high-quality lockers systems, including centering on Sourcewell procurement to educate existing and new potential members. DeBourgh creates a monthly newsletter to new and existing customers as well as architects as a regular reminder of the contract. DeBourgh tracks users' sessions on our website and offers specialized contact forms unique to their session experience in order to get them the best information in the quickest possible way. DeBourgh focuses targeted social media efforts to engage members, potential partners, DeBourgh dealers, and DeBourgh staff. DeBourgh is active on Facebook, Twitter/X, Instagram, Pinterest, YouTube, and TikTok. Facebook is its primary vehicle for community relevant posts. Twitter/X is how DeBourgh routinely shows the work that it is producing to partners and customers. YouTube showcases DeBourgh products and features, while TikTok is designed to drum up interested in learning more about the brand.
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?	Sourcewell's role should be providing education on the benefits to members of utilizing Sourcewell as a primary procurement vehicle, how it satisfies requirements for competitive bidding of high-cost products, and its ease of use for public institutions. It is DeBourgh's stance that Sourcewell does not have a responsibility of marketing a DeBourgh contract specifically, that is our role as awarded contract holder. Our current process includes questions for customers and dealers as to whether Sourcewell will be the procurement vehicle at the very beginning of the sales process. We encourage participation from our sales team and dealer network in all relevant Sourcewell webinars and educational seminars. We have scripted a FAQ for our internal and external representatives to help inform non-members of the benefits of the usage of the contract. This has led to growth in usage and awareness of the contract. We have integrated proper process and reporting systems into our project management cycle, to both ensure compliance and consistent reporting.
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.	At this time, DeBourgh products and services are not available through an e-procurement ordering process. This is due to the customizable nature of the products and the collaborative nature of building a space for its use case. We have, however, turned on quote requests through the portal and immediately respond to any requests that come through it.

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.	DeBourgh provides a maintenance and care training instructions to all customers to ensure the highest possible longevity to their lockers. However, because of the high quality of the products offered standard by DeBourgh on the contract, the customer should have to perform virtually no maintenance on any DeBourgh system. For workmanship issues, those are covered by our lifetime warranty and will be serviced by a DeBourgh-certified technician, routed through the job's project manager. For maintenance teams that wish to perform any maintenance, DeBourgh supports those efforts via video and customer support with experienced personnel. For software and other technology components, on-site training and support are offered included in the pricing on the contract and are offered at no additional cost. This includes troubleshooting and any service calls that are required. DeBourgh performs training either on site or remotely, when needed, for no additional cost to the customer through the course of the project completion.

41	Describe any technological advances that your proposed products or services offer.	DeBourgh offers to members a way to converge physical and cyber security through durable locker products and access control integration. There is also asset tracking via content surveillance. These are connected via software that integrates into an existing platform, making it seamless for the user. This advances the possibilities and form factors for what lockers can even be in most traditional environments. When combined with DeBourgh's large pantheon of existing traditional product, no company offers traditional product that offers the highest physical technology available in the space with the widest array of digital and integrated security technology. This allows DeBourgh to design a system that meets the technological needs of its customers, whether that is access through secure RFID cards, phone-based app, or other preferred methods of access control, such as integration into a pre-existing security system DeBourgh seeks to stay ahead of the curve through its partnerships with smart locker and software manufacturers to give its customers the most cutting-edge systems available on the market.
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.	DeBourgh green initiatives are documented on our website (https://debourgh.com/resources/sustainability/) and include: Facility Improvements: We've converted our facility to linear fluorescent lighting, which uses less than half the electricity as metal halide lights and provide a better work environment DeBourgh has installed radiant heat throughout our 110,000 square-foot manufacturing facility to reduce gas usage and provide more effective heating, and we use a ceramic filtration process to clean all water that is discharged from our building. In the last three years we have also purchased and implemented a much more energy and resource efficient paint booth for our paint line that cuts down on the amount of chemicals needed during the early cleaning stage. Materials: DeBourgh also uses as much domestic recycled steel as possible; ours is made from 20-30% post-industrial steel and we reprocess any scrap steel at a nearby mill. DeBourgh uses powder coating technology as an alternative to liquid paint finishing for all our products. Powder coating technology eliminates the use of hazardous solvents and thinners. Plus, powder coating materials are 100% recyclable. Other: To address conservation, DeBourgh planted more than 1,000 trees on 15 acres of land to provide oxygen release and sequester carbon. In fact, the National Forest Service designated this area as a "Tree Farm." The DeBourgh Wellness Committee launched a recycling at work program in the Fall of 2018 because we believe that to be healthy, we ought to make the environment a top priority. We have committed to reducing our environmental impact and keeping America beautiful. At DeBourgh, we recycle cardboard, paper, glass and plastic. We bought a membership with Clean Valley Recycling – a not-for-profit located in Swink, CO who utilizes the fees to cover overhead. We have implemented a pallet-reuse program where we give our old unusable pallets to a local producer that refurbishes them for later use.
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.	DeBourgh offers LEED credits for sustainable materials, environmentally-friendly paint processes, regional materials (where applicable), and has obtained our Health Product Declaration and Environmental Product Declaration by working with Vertima to establish documentation for sustainable supply chain and environmental impact. This is attached and is also available for download from our website at: https://debourgh.com/resources/sustainability/
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.	DeBourgh is qualified as a HubZone (Historically Underutilized Business). Qualified zone document attached.

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?	The most significant unique attribute that DeBourgh offers to Sourcewell Members is its from design-to-production commitment to making the highest quality lockers available on the market. This stems from our selection of the highest grade materials, design philosophy of creating a locker that lasts the lifetime of the building while requiring minimal maintenance and part replacement, and ensuring that we fix or replace any potential manufacturing defects. Also, DeBourgh offers a lifetime limited warranty on all metal locker components This is relatively rare in our industry, which typically offer a maximum of 10 years, but usually offer on average a 0-3 year warranty. DeBourgh also offers unique products in the industry both through high security and high user experience. Spaces with unique physical security needs can utilize high-abuse materials offered standard by DeBourgh. Users can also integrate access control technologies for improved security. Users can also use the technology to store, track, and charge important assets. No other locker systems company serves education and government members with this continuum of product types and options. While our competitors are just starting to integrate some smart features into their products, DeBourgh has the most extensive range of partnership with lock and software manufactures, giving us a wide breadth of experience deploying a number of different technological solutions. DeBourgh prides itself on being an agile company, able to accommodate to member requests willingly and expediently, including custom engineering to give them exactly what they want. This is unique in that most locker companies are built to be commodity. This has worked for most companies for a long time, but no longer serves the unique learning ecosystems for most school markets or the security needed at current government facilities	

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?	DeBourgh's warranty covers all products manufactured by DeBourgh for the lifetime of the product in in the location of its original installation, excluding finish. The warranty does not cover parts and products not manufactured by DeBourgh, such as locks or benches, as they have their own, separate warranty. A representative sample of our limited lifetime warranty is attached	
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no limit restrictions as long as the lockers are in their original place of installation and with the original owner. Not covered is damage due to deliberate destruction, vandalism, damage done through improper maintenance and care, such as ruining finish by using harsh chemicals, shipping, or damage resulting from faulty installation.	
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	
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?	DeBourgh has the ability to provide a certified technician to perform warranty repairs across North America with no exclusions. Because DeBourgh lockers have such a low lifecycle cost, warranty issues are very rare Sourcewell members in North America are serviced by our dealer network, authorized representatives, and partners.	
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?	Warranties for items such as locks and benches have their own warranties and are such passed on to the original equipment manufacturer. Although this is the case, DeBourgh handles the warranty requests from the customer typically for ease of processing and coordinates with the relevant part manufacturer	
51	What are your proposed exchange and return programs and policies?	Lockers may not be returned, as they are often custom-built. However, if there any manufacturing defects they will be replaced at no cost to the customer. In some circumstances a limited number of non-painted replacement parts, such as hooks, benches, or pedestals may be returned for a 25% restocking fee	
52	Describe any service contract options for the items included in your proposal	Pursuant to our lifetime limited warranty, no service contracts are necessary as service is included as needed, which is rare. For those who have purchased software with recurring charges, that ongoing fee covers any service needed for errors, disruption in service, or required work or patches	

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30 once a customer has filled out our Sales Terms Agreement and has completed an approved Credit Application We accept checks or Joint Account payment, and credit card payments that come with a 3% processing fee.
54	Describe any leasing or financing options available for use by educational or governmental entities.	DeBourgh will work with any national cooperative leasing program. DeBourgh does not offer its own financing or leasing program.
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.	Typically, a DeBourgh dealer will request pricing for a project that will be utilizing Sourcewell at the customer's request. DeBourgh provides a price to the dealer, who is responsible for installation and project management services. The proposal is tagged in DeBourgh's CRM ensuring it is followed as a Sourcewell project from start to finish. DeBourgh also provides, sometimes with the customer's direct input, the Sourcewell threshold cap price. DeBourgh provides a quote to the relevant Dealer, who will then provide their own quote to the customer that includes their margin, as well as installation. The customer usually requests a letter from the dealer and DeBourgh an authorization to execute the contract on behalf of DeBourgh. Once DeBourgh has supplied this letter, the customer issues a purchase order to the dealer for the entire project. Once DeBourgh receives a purchase order from the dealer, it will issue a Sales Order Acknowledgement along with submittal drawings for customer review and approval. The customer PO is given to DeBourgh to ensure the agreed-to price is compliant with the established threshold cap price. The customer's PO is used to process the reporting to Sourcewell, where DeBourgh remits the 2% administrative fee on a monthly or quarterly basis. The Sourcewell tag is followed all the way through order processing and project management to ensure a project does not ship without proper processing of the Sourcewell fee. Examples, Credit Application, and Terms and Conditions Form are attached.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, DeBourgh accepts P-card and credit card payments. All payments are assessed a 3% fee.

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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *

57	Describe your pricing model (e g. line-item discounts or product-category d scounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal Upload your pricing materials (if applicable) in the document upload section of your response	The pricing model which is attached, utilizes a list price with volume discount for products manufactured by DeBourgh where economies of scale warrants better pricing for larger orders due to efficiency gains during manufacturing. The discount is given by project due to the customized nature of the product based on its overall size in list dollars. Pricing shown is list price per column (frame) of locker (tab "List Pricing" in pricing spreadsheet) List price includes: material sh pping (CONUS), installation, and any pre or post purchase measuring and consulting necessary. The model utilizes an automated "continuous discount schedule". Starting at 10% the discount increases incrementally for each addition to total list price of the project until the discount reaches its maximum of 40% off list The pricing spreadsheet contains a calculator that returns the applicable discount when the total list price is entered. A graphical representation of the continuous discount is found in the pricing spreadsheet as well List price for a purchase is calculated by multiplying the number of columns/frames desired by the list price. By entering the total list price into the discount calculator found on tab "Continuous Discount," a net price will be obtained with an applied d scount. The member can purchase lockers at this price choosing any option offered by DeBourgh (i e. ventilation, latching, locking mechanism, slope top, base locker body ventilation.) Products and services such as locks, bench tops, bench pedestals, electro-galvanized steel upgrade, some install options, and locker removal are priced at a net price (tab "Net Pricing" in pricing spreadsheet). In this case, DeBourgh acts mainly as a pass through, handling and coordinating material and services The cost is static and not typically impacted by volume. In some cases, the member may benefit from getting a quote for the specific set of options desired. DeBourgh will quote a member price, and offer the project at a lower price than the published contract price if the chosen set of options results in savings based on DeBourgh s internal quote This is commonly done to show that DeBourgh always attempts to provide the most competitive number possible that becomes an additional discount from the contract price, when applicable Each line item is named based on the product line and the locker size (width, depth height, number of locker openings in a column) A legend explaining the line item name is provided on tab "Product Code Legend" in the pricing sheet. A link is provided next to each line item showing the general look of the products represented on our website The first tab of the pricing sheet has a product and pricing overview. Tab "Product and Pricing Overview".
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.	The pricing discount represented in our proposal is 10-40% off list price based on volume and overall scope of the project. The range starts at 10% for one locker and increases in a continuous fashion as the order size increases until the size of the order reaches the threshold for our calculated economic order quantity. Once the 40% discount is reached, the discount remains at that level for all orders larger than the EOQ threshold. For a graphical representation of the continuous discount, refer to the "Continuous Discount" tab in the pricing sheet
59	Describe any quantity or volume discounts or rebate programs that you offer	Locker manufacturing benefits greatly from econom es of scale This is reflected in our offered discount schedule of 10-40% off list price based on the size of the order. As each project will have a unique build (size ventilation, latching type, configuration, layout, and color), DeBourgh will use the size of the order to leverage better pricing from vendors. This price change is reflected in the volume discounting DeBourgh also offers appropriate discounts based on other relevant project factors, such as projects shipping in off-season less busy winter months receive a greater discount than during the busy summer months, or specials on particular product models that will receive an extra discount in relation to a more premium product
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.	DeBourgh has a number of these items listed under "Net Pricing" as some items, such as locks or benches, are sourced materials and therefore simply handled, processed, and shipped by DeBourgh For non-standard sourced or open market items, DeBourgh would consider cost + 15% margin fair for services rendered. For items considered accessories or intrinsic to the usage of the lockers, DeBourgh, at its discretion, may decide to offer these items at no cost to the Sourcewell price

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.	Prices offered are turn-key, and include material, freight, installation, inspection, and project management services. Additional costs, such as prevailing or union wage or small-service or dedicated trucks are included in the pricing as separate, as-needed line items. In addition, DeBourgh also offers deducts should customers decide to take on portions of the included services on their own.	•
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.	Freight is included and is not an additional cost to Sourcewell members.	•
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	DeBourgh can supply freight to Alaska via truck, rail, or boat, with boat being the most commonly utilized. DeBourgh can supply freight to Hawaii via truck-to-shipping container.	•
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	DeBourgh offers drop ship to customer, drop ship to dealer or warehouse, pick-up at factory, LTL third party or prepaid, shipping container, or rail. DeBourgh uses UPS to deliver smaller items such as replacement parts, filler, or benches as needed. With our dealer network, many smaller items and standard locker systems are available locally to Sourcewell members.	•

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	DeBourgh typically offers market value for lockers and locker systems, and certain variables can adjust the discount of those items. Such variables can include capacity, summer backlog, environmental or economic factors, or customization. On average, a non-Sourcewell customer will see a maximum of a 30% discount from list. The contract offers a maximum of 40% off list price and is protected from inflating market conditions by setting a standard price

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.	DeBourgh has built in multiple processes into its sales cycle to ensure that it currently and correctly audits all projects under the contract. We verify compliance through our dealer and partner network by following very strict checks early on in the proposal process. A request for a project to utilize Sourcewell will typically come from either a member or a dealer. The dealer would request pricing for the project. DeBourgh then works with the customer to establish the Sourcewell threshold cap for this particular project based on the approved pricing from Sourcewell. DeBourgh supplies this Sourcewell cap price to the dealer to establish a cap for the project. DeBourgh would supply a material price to the dealer. The dealer would have the option of supplying a price to the member that is lower than the Sourcewell threshold cap, but never exceed the cap price for all materials delivered and installed. Projects sold on Sourcewell are flagged in DeBourgh's system. Once the customer accepts the proposal, a copy of the member's purchase order must be sent to DeBourgh. This ensures the customer is still at or below the Sourcewell threshold cap price. The PO must have DeBourgh's contract number listed on it and must be from the customer, not a dealer or intermediary. DeBourgh issues a quarterly report to Sourcewell detailing sold projects and their purchase order amounts. This report is issued with payment for an administration fee of 2% of the customer's purchase orders to DeBourgh for that period. The Sourcewell threshold cap sheet, any subsequent revisions, the copy of the customer's PO (with any necessary change orders and with the contract clearly identified on it), and the optional dealer worksheet are kept in the customer's permanent file with all other notes and project data for review at any time after standard audits.

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.	If DeBourgh is awarded the contract, there are several metrics by which we would define success DeBourgh has and will continue to track the growth in sales year-over-year using the contract, which is a pretty easy metric for us to measure. One that is harder to measure exactly, but is by far no less important, is the amount of times it successfully allows a dealer to remove lockers from a bid package in order to facilitate a customer receiving the high quality product they desire without risking a race to the bottom. DeBourgh monitors all Sourcewell projects closely in our CRM to ensure they are always top-of-mind These projects are tagged to ensure contract compliance in addition to hitting our target delivery dates DeBourgh tracks growth by filtering these tags year-over-year to ensure growth and engagement are improving DeBourgh has seen significant growth in Sourcewell as a purchasing vehicle as our dealer network continues to become more familiar how to maximize its benefit to customers We believe it is also attributed to the ease-of-use for customers, which builds futures sales and educational administrators become more comfortable employing these methods. Another important metric is new dealer, partner, and member engagement in the contract. DeBourgh also ensures that dealers and partners are made aware of webinars, "Get To Know You" events local to the dealers and regular training on how to utilize the contract DeBourgh also does outreach to members as one of the biggest barriers DeBourgh has found is that many members don't even know they are members, and they do not know they may also use the contract to procure locker systems These efforts have helped maintain and grow contract engagement and awareness over time. This has historically built confidence among the dealer network by providing them another tool in their arsenal to offer great service to their customers. Especially when we have such quality-seeking customers, a third metric for success is the continuous improvement in product offerings and options over the lifetime of the contract. DeBourgh has also regularly updated product offerings and options due to customer demand or due to innovations in technology. DeBourgh knows Sourcewell members need innovative products. By continually updating products, pricing, and options, members can ensure they can acquire exactly the type of product that fulfills their niche needs. A final metric that we track is customer satisfaction with the procurement process. DeBourgh has yet to experience a customer that has regretted purchasing from the contract The ease-of-use of the contract itself, combined with the certainty of knowing that you will receive the kind of high-quality product that someone is looking for, makes for a wonderful customer experience. We have never had a customer lament that they could have saved a few dollars going on an open bid while risking the quality of the purchase plummeting.
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.)	DeBourgh will pay a 2% administrative fee to Sourcewell, calculated based on the total purchase order from the customer This purchase order provides a "turnkey locker solution" that includes all materials, freight, installation, project management, training, and administrative fees. It will be included in the total price and will not be represented as a line-item addition to the Member's costs of goods.

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.	DeBourgh offers lockers, personal storage, and intelligent locker systems, as well as related services and accessories. This also includes installation, freight services, relocation services, and project management for a turnkey locker solution DeBourgh also offers material-only products, permitting users to perform their own project management and installation, providing members more flexible options. DeBourgh's product lines in this proposal are as follows: First Responder – customizable locker line with integrated bench seating intended

for police, fire, EMS, and military personnel as well as for municipal maintenance workers, warehouse teams, or any customer with lots of equipment that needs to be organized.

APEX – Formerly called All-American or Angle Iron, this is our legacy product to handle high use and abuse where security is paramount. Considered an industry best, DeBourgh's one-piece, fully-framed angle iron is the strongest on the market, which offers maximum durability despite repetitive use. It also provides the most ventilation available in the industry, perfectly balancing physical security with air circulation. It is primarily used in athletic, team, and P.E. spaces. It is also sometimes deployed in heavy-abuse hallways.

Product derivations –

- APEX Sport – Classic open-front (no door) design for sport areas, especially visitor rooms. Useful in applications where quick access to gear is paramount while giving seating room for changing.
- APEX Athletic – Used in athletic and P.E. areas, where security, durability, and ventilation are paramount. Features many options, sizes, and configurations for member specification.
- APEX Hallway – Used in hallway applications, in the heaviest usage and abuse areas where constant maintenance is a burden. Typically, does not utilize heavy ventilation and uses standard hallway ventilation patterns.

CORE – Formerly named Corregidoor, this is DeBourgh's classic formed product, featuring a four-sided door strike for security, preventing doors from being pried into or kicked in, and extra noise cancellation effects. Considered the industry best for formed lockers, which have become ubiquitous in hallways. Core offers the widest range of size and configuration options, which is perfect for customer looking for custom lockers.

Product derivations –

- CORE Athletic – Used in athletic and P.E. areas where security is important and as much ventilation is not required. Features many options, sizes, and configurations for member specification.
- CORE Hallway – Used in hallways where use and abuse are moderately high Features many options, sizes, and configurations for member specification.

REBEL – Designed to provide much of what CORE has to offer but with limited sizes and options, REBEL meets DeBourgh's high design standards without exploding a budget

Product derivations –

- REBEL Athletic – Used for athletic and P.E. areas where DeBourgh value is demanded but budget is top-of-mind. Features CORE's unit-based construction, allowing DeBourgh to build these lockers in primarily 18-gauge steel.
- o REBEL Athletic Plus – Same build as REBEL, but features 25% more steel for sturdier impact materials
- REBEL Hallway – Used for hallways where DeBourgh value is demanded but budget is top-of-mind. Features CORE's unit-based construction, allowing DeBourgh to build these lockers in primarily 18-gauge steel.
- o REBEL Hallway Plus - Same build as REBEL, but features 25% more steel for sturdier impact materials.

VOLTA – Designed to integrate technology and access control to the locker. Volta can make lockers become a part of an existing security system. They can open up all lockers for inspection remotely or lock them all down in a crisis event. Volta allows students to select any locker they'd like for the year, day, or even class period, depending on selected permissions by administrators. This eliminates costly and time-consuming manual tracking of key codes and combinations while providing auditing possibilities. Volta CORE body designs to offer maximum optionality and flexibility with new technology integration

AssetTracer – This locker system is designed to store, track, and charge any item of importance. Use cases can include lockers for cell phones, laptops, CTE equipment, maker space materials, security equipment, evidence storage, and controlled substances. This locker type also comes with a locker management software that works with your existing security system, for seamless implementation

KeyTracer – similar to the AssetTracer, KeyTracer specializes in storing and tracking keys. A key management software is also available with the system, for seamless integration.

FLEX – Designed to offer flexible textures when a traditional metal look is not desired for learning ecosystems. Allows for classic CORE architecture, but modern door materials like laminate, phenolic, wood, and plastic laminate doors while maintaining the durability and longevity of an all-welded metal body.

FLEX Elite – an upscale option for higher-end athletic facilities. This formed open front locker is similar to the Apex Sport but with more customization options. Choose from a litany of upgrades including integrated power, built-in lockable drawer, laminate, wood, or phenolic textures, stainless steel or aluminum accents, and custom school logo or branding options.

TA-50 Gear Storage – Designed with the US Army Corps of Engineers and considered the original TA-50 Locker. DeBourgh incorporates our essential fully framed angle iron construction into this locker for maximum secure storage space. This product is essential for military deployment gear, SWAT installations, or industrial equipment storage

		Filler – A DeBourgh accessory that fills in gaps in an installation where another locker opening cannot be used. Designed to provide a finished look to the space In cases where the exact filler need is not known, DeBourgh offers a filler package as a percent of the total material cost depending on the type of installation Locks – DeBourgh provides a myriad of locks that can be used depending on the customer preference or use case. These include traditional built-in combination locks padlocks, or face-mounted locks, and also includes newer technologies like mechanical multi-user locks and access control networked locks Benches – DeBourgh provides locker room benches and pedestals to complete an athletic locker room installation. Electro-galvanized steel upgrade – For locker installation in particularly humid or corrosive areas, DeBourgh can provide a steel coating upgrade to protect part or all of a locker with electrically plated coating to help slow corrosion. Turn-key locker solution – Our default product offering includes material, delivery installation, and project management and services through our dealer network In areas where labor costs are prevailing wage or union, an additional line item is permitted to account for using such protected labor. An additional line item is also available for those members who wish to provide their own labor or installation services. This allows a member to have more flexibility in how their system is delivered and established in their space.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Lockers, athletic lockers, hallway lockers, gear lockers, team lockers, personal storage, smart / intelligent locker systems, day-use lockers, employee lockers, rental lockers, membership lockers, luxury lockers, access control lockers, and asset tracking lockers.
71	Describe how your products will help participating entities organize their inventory of products.	DeBourgh assists participating Vendors and Members organize their inventory of products by providing the full range of both high-end all welded lockers as well as technological integration While there are other locker competitors that offer a range of welded products, no other manufacturer can build all the way from an 18 Ga all-welded locker up to fully-framed angle iron lockers as well as the complete mix of access control through its various partnerships DeBourgh can integrate electronic locks all the way from a simple, pin-pad electronic lock to one that integrate with a customer's security and credential system. Further, as an industry leader DeBourgh maintains the highest value available in the market. Having that as an option as a baseline when producing a high-profile project is incredibly important Whether or not DeBourgh products are ultimately the product chosen, any inventory of products must have a high-value baseline. Sourcewell members have become accustomed to be able to trust Sourcewell vendors for an easy, peace-of-mind solution. DeBourgh is no different. DeBourgh believes by offering their products, it will help members organize their inventory of products by maintaining a standard of quality and simplifying the offerings for different spaces, so the correct product goes in the correct space every time
72	Describe the ability to adapt your products through modification or replacement to address obsolescence resulting from advances in technology.	DeBourgh maintains a flexible, adaptable outlook and has long worked with customers to develop new and custom solutions. We are often able, and willing, to customize existing product or work with customers to develop something unique for their space. With a focus on technology, DeBourgh knows that it must be willing to accommodate for emerging technologies, and has designs that are considered "future-proof", with swappable parts in the event of an advancement in usable technology. Even when parts are not fully swappable, DeBourgh works with customers to minimize costs through retrofit products such as building new doors to accommodate newer technological advances in locks and software.
73	Describe how any included software has improved the functionality and ease of use for your physical storage solutions.	The true leap forward in value that the integrations of technological solutions such as electronic locks has provided to customers and end-users has been the improved functionality, capability, and labor-saving efficiencies provided by the software it allows to be deployed. For educational and governmental entities still trapped in the mechanical age, there are so many possible gains provided by software that the list is almost endless. Software eliminates manual storing and record-keeping associated with mechanical combination locks. It provides auditing trails where such a possibility never existed before. Software allows wonderful security features such as locking down all openings in an emergency, or easy searching of all openings without custodial staff needing to reference master keys or having to cut locks off. Software opens up the avenue of multi-user organization of lockers instead of having to rely on a one to one correlation between end-users and the number of lockers required. This not only reduces the overall footprint that lockers will take up in a given space, but also potentially save customers money by requiring less lockers Software can provide integrated user management systems, which means that customer can use less applications to maintain their user base without having to duplicate work in multiple different software that does not talk to each other. Finally software can provide an unique way to control dangerous materials, contraband, expensive equipment, or any particular item that needs to be tracked in a high-secure environment

74	Describe your project design approach and related applications of technology.	Our product design approach is based on the specific and particular needs of the customer and end-users. This is usually divided up into the items that are needed to be secured and desired work flow. DeBourgh often uses its vast experience in classic lockers to gain an understanding of what the most common and typical sizes and configurations are required for popular storage items. This requirement forms the outer frame from which the appropriate technology will be incorporated into the lockers system. The correct software and lock package usually comes down to a long list potential works flows, desired access methods, and administrative requirements that determines which is the most fitting system to be integrated into the locker. Each customer has a continuum of needs depending on issues such as RFID versus mobile app access control, cloud vs on-site hosting demands, integration into a preexisting system vs one that is stand-alone, desires for power-backup or mechanical overrides, etc. DeBourgh takes all of these needs and matches it to the best technology that can most closely give a customer what they are looking for

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	○ Yes ● No	DeBourgh does not currently produce large, industrial storage bins.
76	Lockers	● Yes ○ No	DeBourgh only produces all-welded, lifetime warrantied lockers. DeBourgh does not make knock down lockers that need to be assembled on site by an installation team.
77	Secure storage	● Yes ○ No	DeBourgh has a variety of secure storage solutions.
78	Vertical and horizontal shelving	○ Yes ● No	DeBourgh does not currently manufacture shelving.
79	Racking systems	○ Yes ● No	DeBourgh does not offer racking systems.
80	Access and inventory control systems	● Yes ○ No	DeBourgh has both access control and inventory control electronic storage systems via its Volta product.
81	Portable or mobile storage solutions	○ Yes ● No	DeBourgh does not have a standard mobile storage product.
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	● Yes ○ No	DeBourgh does provide software, hardware, accessories, design solutions, pre-assembly of all products, and installation services for all productions outline in their offering.

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

Line Item 83. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ● No

Documents

Ensure your submission document(s) conforms to the following

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell

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

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell DeBourgh Statement of Products and Prices 11.1.23.pdf - Thursday November 09, 2023 12:14:40
- Financial Strength and Stability - 2. Financial Strength and Stability.pdf - Thursday November 09, 2023 11:46:40
- Marketing Plan/Samples - 3. DeBourgh Sales & Marketing Plan.pdf - Thursday November 09, 2023 10:10:23
- WMBE/MBE/SBE or Related Certificates - 4. Related Certificates.zip - Thursday November 09, 2023 10:09:27
- Warranty Information - 5. Warranty Information.pdf - Thursday November 09, 2023 11:11:50
- Standard Transaction Document Samples - 6. Standard Transaction Document Samples.pdf - Thursday November 09, 2023 11:34:05
- Requested Exceptions (optional)
- Upload Additional Document - DeBourgh Employee Handbook 06.29.2023.pdf - Thursday November 09, 2023 11:13:16

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. - Michael Weitz, Director of Sales & Marketing, DeBourgh Mfg. Co. dba DeBourgh All-American Lockers

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	☑	1

RFP #110923
REQUEST FOR PROPOSALS
for
Physical Storage Systems and Equipment with Related Software and Services

Proposal Due Date: November 9, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Physical Storage Systems and Equipment with Related Software and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 9, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	September 21, 2023
Pre-proposal Conference:	October 17, 2023, 10:00 a.m., Central Time
Question Submission Deadline:	November 1, 2023, 4:30 p.m., Central Time
Proposal Due Date:	November 9, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	November 9, 2023, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities[1];
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

[1] Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Physical Storage Systems and Equipment with Related Software and Services for applications such as: office and workplace, education, sports equipment, library, warehouse, public safety, and music, including but not to be limited to:

   a. Bins, lockers, secure storage, vertical and horizontal shelving, racking systems, access, and inventory control systems, and portable or mobile storage solutions; and,
   b. Related software, hardware, accessories, design, assembly, and installation services complementary to a proposer's offering of storage solutions described in RFP Subparagraph II. B. 1. above.

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. The primary focus of this solicitation is on Physical Storage Systems and Equipment with Related Software and Services. This solicitation should NOT be construed to include:

   a. Data, digital or cloud storage;
   b. Electric storage;
   c. Fuel, chemical or hazardous materials storage; and,
   d. Temporary shelters.

3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

   a. Commercial Kitchen Equipment with Related Supplies and Services (RFP #063022);
   b. Trailers with Related Equipment, Accessories, and Services (RFP #092922);
   c. Relocatable Building and Storage Solutions with Related Services (RFP #120822);
   d. Fabric Structures with Related Materials and Services (RFP #071223); and,
   e. Furniture Solutions with Related Accessories and Services (RFP #091423).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $30 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the

proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and

price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
  - A comprehensive selection of the requested equipment, products, or services;
  - A sales and service network ensuring availability and coverage for Participating Entities' use; and
  - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O.

Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and

- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

Sourcewell

10/25/2023

Addendum No. 1
Solicitation Number: RFP 110923
Solicitation Name: Physical Storage Systems and Equipment with Related Software and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We currently do not have a SAM registration, but have filed an application. If we do not have it approved by date of submission, can we submit it as pending approval?

Answer 1:

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for or awarded a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP.

Refer to the General Instructions above Questionnaire Table 1. Respond "N/A" if a question does not apply (preferably with an explanation).

End of Addendum

Acknowledgement of this Addendum to RFP 110923 posted to the Sourcewell Procurement Portal on 10/25/2023, is required at the time of proposal submittal.

WORK SAFE BC
WORKING TO MAKE A DIFFERENCE

Assessment Department
Mailing Address
PO Box 5350
Station Terminal
BC V6B 5L5

Location
6951 Westminster Highway
Richmond BC
V7C 1C6
www.worksafebc.com

Clearance Section
Telephone 604 244 6380
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

APPROVED
By Kevin at 12:55 pm, Jun 26, 2024

Real Time Networks Inc.
16-1833 Coast Meridian Road
PORT COQUITLAM, BC V3C 6G5

May 02, 2024

Person/Business : REAL TIME NETWORKS INC.
Account number : 201102972

This letter provides clearance information for the purposes of Section 258 of the *Workers Compensation Act*.

We confirm that the above-referenced firm is active, in good standing, and has met WorkSafeBC's criteria for advance clearance. Accordingly, if the addressee on this letter is the prime contractor, the addressee will not be held liable for the amount of any assessment payable for work undertaken by the above-referenced firm to July 01, 2024.

This firm has had continuous coverage with us since January 01, 2023.

Employer Service Centre
Assessment Department

Clearance Reference # : C134813054
CLRAAA

For more information about Section 258 and clearance letters visit WorkSafeBC.com

Please refer to your account number in your correspondence or when contacting the Assessment Department
To alter this document constitutes fraud

WORKSAFE BC
WORKING TO MAKE A DIFFERENCE

Assessment Department
Mailing Address
PO Box 5350 Stn Terminal
Vancouver BC V6B 5L5

Location
6951 Westminster Highway
Richmond BC

www.worksafebc.com
Telephone 604 244-6181
Toll-free within BC 1 888 922-2768
Fax 604 244-6490

APPROVED
By Kevin at 12:54 pm, Jun 26, 2024

May 9, 2018

REAL TIME NETWORKS INC.
UNIT 16 1833 COAST MERIDIAN RD
PORT COQUITLAM BC V3C 6G5

Dear Katie Callon:

Subject: Account number 201102972
Out-of-province coverage

I am writing in response to your telephone call of May 9, 2018, regarding the scope of coverage for British Columbia firms registered with WorkSafeBC who may also be working outside of the province.

Generally, the provisions of the *Workers Compensation Act* apply only in British Columbia. However, section 8 of the *Act* allows for coverage of a worker working outside of the province if each of its provisions is met:

> *Where the injury of a worker occurs while he is working elsewhere than in the Province which would entitle him or his dependents to compensation under this Part if it occurred in the Province, the Board shall pay compensation under this Part if*
>
> *(a) A place of business of the employer is situated in the Province;*
> *(b) The residence and usual place of employment of the worker are in the Province;*
> *(c) The employment is such that the worker is required to work both in and out of the Province; and*
> *(d) The employment of the worker out of the Province has immediately followed his employment by the same employer within the Province and has lasted less than 6 months,*
>
> *but not otherwise.*

All other aspects of workers' compensation are covered by the legal and regulatory frameworks of the other jurisdiction's workers' compensation system, if any. **It is therefore suggested that a British Columbia employer make itself aware of, and comply with, the laws of each jurisdiction in which its worker is working or will be working.**

If a worker is injured while working outside of British Columbia and all of the provisions of section 8 of the *Act* are met; the claim will be adjudicated by our Claims Department based upon the merits of each individual case.

If you have any questions, please contact our Employer Service Centre during regular business hours toll free at 1 888 922-2768 or 604 244-6181, Monday through Friday.

Yours truly,

Sharon McAuley

Employer Service Representative
Assessment Department

APPROVED
By Kevin at 12:57 pm, Jun 26, 2024

POINT NAVACORD

CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

CERTIFICATE HOLDER – NAME AND MAILING ADDRESS	INSURED'S FULL NAME AND MAILING ADDRESS
City of Jacksonville 501 E Bay Street, Jacksonville, FL 32202	Real Time Networks Inc. 1833 Coast Meridian Road, Unit 16, Port Coquitlam, BC V3C 6G5

DESCRIPTION OF OPERATIONS & LOCATIONS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

Operations: Sales, Service, Installation of Time Clock, Key Control Cabinets, Smart Locker Systems and Door Alarms.

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issue or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusion and conditions of such policies. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise) DEDUCTIBLE	AMOUNT OF INSURANCE
Commercial General Liability / Per Occurrence Bodily Injury and Property Damage	Intact Insurance Company #172-1758 AM Best Rating (A+)	2023/10/30	2024/10/30	$5,000	$10,000,000
Products and Completed Operations - Aggregate					$10,000,000
Personal and Advertising Injury Liability					$10,000,000
Medical Payments					$50,000
Tenants Legal Liability				$5,000	$1,000,000
Non-Owned Automobile Liability					$5,000,000
Technology Solutions (Each Occurrence & Aggregate): Claim Made	Intact Insurance Company #172-1758 AM Best Rating (A+)	2023/10/30	2024/10/30		
- Errors or Omissions Liability (aka Professional Liability)				$5,000	$5,000,000
- Information Risk Liability				$5,000	$1,000,000
- Communications Liability				$5,000	$1,000,000
Contingent Contractual Liability					Included
Primary and Non-Contributory					Included

ADDITIONAL INSURED ENDORSEMENT

The City of Jacksonville and their respective members, officers, officials, employees, and agents are additional insured with respect to General Liability as required by written contract. A waiver of subrogation is in favor to City of Jacksonville and their respective members, officers, officials, employees, and agents with respect to general liability as required by written contract

CANCELLATION

Should any of the above policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose to obligation or liability of any kind upon the company, its agents, or representatives.

BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS	ADDITIONAL INSURED NAME (but only with respect to the operations of the Named Insured)
Waypoint Insurance Services Inc. 3295 West Broadway, Vancouver, BC V6K 2H5	The City of Jacksonville and their respective members, officers, officials, employees, and agents 501 E Bay Street, Jacksonville, FL 32202
BROKER CLIENT ID: CANASCA-02	

CERTIFICATE AUTHORIZATION

Issuer: Waypoint Insurance Services Inc.	Phone: 236-233-4891
Authorized Representative: Jessica Newton	Email: jnewton@waypoint.ca
Signature of Authorized Representative:	Date: June 25, 2024