

COOPERATIVE PURCHASING AGREEMENT FOR PHYSICAL STORAGE SYSTEMS AND EQUIPMENT

THIS COOPERATIVE PURCHASING AGREEMENT FOR PHYSICAL STORAGE SYSTEMS AND EQUIPMENT ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **WORKSPACE TECHNOLOGY, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 22-3631077) ("Contractor" or "Supplier").

WHEREAS, after a competitive procurement process, Sourcewell ("Sourcewell") entered into a Contract with Spacefile International Corp. for the provision of high-density mobile storage shelving solutions, Sourcewell contract number 110923-SPCFI (the "Sourcewell Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, Workspace Technology, Inc. is an authorized dealer for Spacefile International Corp. and has agreed to provide high-density mobile storage shelving solutions to the City pursuant to essentially the same terms and conditions provided under the Sourcewell Agreement; and

WHEREAS, City desires to purchase labor, services, and materials for the provision of high-density mobile storage shelving solutions pursuant to essentially the same terms and conditions provided under the Sourcewell Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Contractor agrees to extend the terms, conditions, and pricing of the Sourcewell Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
 - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for Physical Storage Systems and Equipment as it may from time to time be amended or modified pursuant to its terms and provisions.
 - B. **Sourcewell Agreement:** shall mean the Contract No. 110923-SPCFI between Sourcewell and Spacefile International Corp. and its exhibits, as amended and attached hereto as **Exhibit A – Sourcewell Agreement**.
3. **INCORPORATION OF SOURCEWELL AGREEMENT.** The Sourcewell Agreement attached hereto as **Exhibit A** is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the Sourcewell Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.

4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

- A. Exhibit A: Sourcewell Agreement (A-1 through A-40)
- B. Exhibit B: Supplier Quote (B-1 through B-3)

5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the Sourcewell Agreement are modified and replaced, in their entirety, as follows:

- A. The terms "Sourcewell," or "Participating Entity" shall be replaced and intended to refer to the "City of Ocala."
- B. **COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **SIXTY-NINE THOUSAND, NINE HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$69,995)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – Sourcewell Agreement**.
- C. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **APRIL 2, 2025** and continue through and including **DECEMBER 29, 2027**.
- D. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: Ocala Police Department, 402 South Pine Avenue, Ocala, Florida 34471 Attn: **Lyn Cole**, E-Mail: lcole@ocalapd.gov.
- E. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- G. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- H. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to

Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

- I. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
6. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
7. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
8. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
 - A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
9. **ADDITIONAL INSURANCE REQUIREMENTS.**
 - A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or

result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
 - C. **Certificates of Insurance.** No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
 - D. **City as Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
 - E. **Notice of Cancellation of Insurance.** Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
 - F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
 - G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
10. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.

- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 11. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 12. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 13. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

14. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
15. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
16. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
17. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
18. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
19. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Workspace Technology, Inc.
Attention: Jim Burkart
912 N. US Highway 41
Ruskin, Florida 33570
Phone: 407-488-8783
E-mail: jimb@workspacetechnology.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

20. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
21. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
22. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
23. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to

the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

24. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
25. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
26. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
27. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
28. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
29. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
30. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
31. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
32. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Kristen Dreyer
City Council President

Approved as to form and legality:

WORKSPACE TECHNOLOGY, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)



Solicitation Number: RFP #110923

CONTRACT

This Contract is between Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcwell) and Spacefile International Corp., 18 Huddersfield Road, Etobicoke, ON Canada M9W 5Z6 (Supplier).

Sourcwell 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. Sourcwell 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 Sourcwell to provide equipment, products, or services to Sourcwell and the entities that access Sourcwell'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 Sourcwell and written agreement by Supplier. Sourcwell 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 Sourcwell 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.

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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 Sourcwell 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 Sourcwell 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. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell 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 Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell'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 Sourcwell 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, Sourcwell 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

Sourcwell'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 Sourcwell 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 Sourcwell 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, Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcwell to immediately terminate this Contract for default.

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

Failure to request certificates of insurance by Sourcwell, 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 Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcwell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcwell in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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.

Sourcwell

Spacefile International Corp.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/20/2023 | 9:43 AM CST

DocuSigned by:
John Harkness
By: C458B1CFECCDF405...
John G. Harkness
Title: President
Date: 12/20/2023 | 9:38 AM CST

Approved:

DocuSigned by:
Chad Coquette
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RFP 110923 - Physical Storage Systems and Equipment with Related Software and Services

Vendor Details

Company Name: Spacefile International Corp
 18 Huddersfield Rd
Address: Etobicoke, Ontairo M9W 5Z6
Contact: John Harkness
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Submission Details

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Exhibit A - Sourcwell Agreement CONTRACT# OPD/250405

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Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell 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")	Spacefile International Corp.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Spacefile International Corp Spacefile
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE/NCAGE# L8519
5	Proposer Physical Address:	Spacefile International Corp. 18 Huddersfield Rd Etobicoke, Ontario, Canada M9W 5Z6
6	Proposer website address (or addresses):	www.spacefile.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):	John G. Harkness P.Eng., MBA President 18 Huddersfield Rd Etobicoke, Ontario, Canada M9W 5Z6 jharkness@spacefile.com - 866-905-5539
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Paul MacLean Vice - President Sales 18 Huddersfield Rd Etobicoke, Ontario, Canada M9W 5Z6 pmaclean@spacefile.com - 416-523-1780
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Muhammad Raheel Azam Contracts Business Manager 18 Huddersfield Rd Etobicoke, Ontario, Canada M9W 5Z6 razam@spacefile.com - 866-905-5539

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Introduction</p> <p>Spacefile International is a world leader in high-density storage innovation, providing insights into how to successfully integrate Mobile, Static and Customized modules into comprehensive storage solutions. We are a North American-based manufacturer located in Toronto, with over 53-years' experience in Retail, Government, Corporate, Library, Museum, Healthcare, Industrial and Athletic applications.</p> <p>We have formulated an extensive Sustainability Program and take our commitment to the environment very seriously. We have some of the most environmentally friendly products in the industry. Our mission is to provide products of the highest value, usability, safety, durability and product lifespan. Our entire team works very hard to ensure each project is completed to the satisfaction of the end-users.</p> <ul style="list-style-type: none"> • Manufactured in North America – installed worldwide • Industry-leading "Spacefile Safety Advantage" components on all systems

- We use North American steel – up to 42% recycled content and recycle all waste steel
- We utilize a program called “Sustainability at Spacefile” that puts actions into our commitment to the environment
- Three different types of storage solutions – fits any need
- GSA Contract #GS-27F-0041X

We have a network of representatives and certified installers across North America, Europe and the Caribbean. We have decades of experience in research, design and testing of high density mobile storage systems. Our purpose is to provide products of the highest value regarding price, usability, safety, durability and product lifespan.

In our history, we have completed many important projects, here a few examples:

- University of California – Santa Cruz
- US Department of Justice
- US Department of Homeland Security
- FBI
- Saks Fifth Avenue
- US Fish and Wildlife Service
- United States Marine Corps

We have summarized our key strengths we think differentiate us in the marketplace:

- Best-in-class quality
- Comprehensive product line – to match end-user requirements
- Local manufacturing – national coverage
- Safety: Anti-Tip built into all our mobile systems – not so the competition
- Custom capable – we can make solutions the others can't
- Track options – the most choices available – to fit all situations
- Designs – we have highly experienced Designers and Engineers on staff

In short, we have a demonstrated history of project success, best-in-class product quality, and we are nimble, open and flexible.

Industry Longevity

Spacefile International was founded in 1970, and for more than 53-years has been providing storage solutions for North America and the world. Having gotten our start in the storage of medical patient records and X-rays, we have constantly added to our solutions portfolio for Education, Healthcare, Retail, Office, Museum, Government, Industrial and Athletic organizations.

At the core of our business philosophy is a singular focus on customer needs and support. This starts from the moment we interact with the customer, and continues through the entire project implementation phases, and after-sale service and support. Our corporate environment is one of learning, training and development.

General Capabilities Overview

Spacefile International's rich history of providing storage solution value includes our capability to provide the following services.

Our involvement begins with a thorough needs analysis of the identified user. We review the media that needs to be stored, the dimensions of the available area, as well as the desired requirements for the solution. We then prepare the list of equipment, recommendations for possible upgrades, as well as the cost estimates. The documents we provide show the complete list of the project scope of work in terms of Layouts, Elevations and 3-D renderings. We can even supply video walkthroughs if desired. We also include the weight and loading information that the user will require.

System Relocation

We are proficient in the dismantling, moving and re-installation of High Density storage systems. We utilize the same process identified above, in order to ensure that the solution matches the user's needs. These systems can also be modified during this process, to suit the identified users' requirements.

Modifying Existing Systems

Similarly, we utilize the same process identified above, in order to ensure that the solution matches the user's needs. We have extensive experience modifying existing systems to suit the identified users' requirements. We have added on to systems, reduced the size of some systems, as well as providing a total re-configuration of the system to add to changing needs. The range of our track choices allows us tremendous flexibility to make changes.

Extensions to Increase Capacity

Once again, we utilize the same process identified above, in order to ensure that

the solution matches the user's needs. Our systems provide the utmost in flexibility, allowing us to extend the system to accommodate additional storage capacity. Due to our experience, we offer insights into how best to attain the desired capacity within the available space. We can accomplish this by adding to the height, adding additional carriages, etc., and by lengthening the carriages.

Labour for Installations

We utilize only factory-trained technicians for all project implementations. They complete the preparation of the materials and deliver them to the specific site, set-up the materials for assembly, review the installation documents, and then complete the full installation. This applies to all relocations, modifications to existing systems, extensions to existing systems, or the installation of new systems.

Consultation Services

Most of our projects include consultation services. With two Engineers and multiple Designers on staff, we are able to work with the end user to create the best and most cost-effective system for their space. Our highly-experience personnel are proficient at conducting a through needs analysis, and they can provide key insights into how to maximize the available storage area, coordinate a relocation project, or design a brand-new High Density Storage System. We start by getting a comprehensive understanding of identified users' needs, and then continuously guide them through the entire process.

Carrying Out the Work: Completing Projects

At Spacefile International, we take a comprehensive look at completing projects to meet the Customer's expectation. Here is an outline of the main points for our various projects.

Implementation Plan

The key to making any storage project a success, is to have clear needs and expectations identified at the beginning. We work closely with all our customers to understand how their project will be of benefit to them. In many cases, the company will have a clear idea of the many important elements of their requirements. Once all these items are clearly identified, we are then prepared to partner of specific projects.

When a customer requires a Design Guide, we work very closely with their Planners to help establish one. Our vast experience allows us to add some very relevant added value. This value also applies with existing Design Guides, as we are able to offer guidance and suggestions, so that we help them improve their current Guides.

When we are working with a customer on a project, we typically start at the design phase, and work through the entire process, along with the Customer. Here is a detailed look at our process.

Design Phase

- Receive relevant project information, including Plans and/or CAD files
- Review and ensure totality of information
- Cross-reference to Design Guide (if applicable)
- Submit any questions for further project clarity
- Provide first draft of design layouts for approval
- Revise as necessary, and re-submit
- Once layout is approved, provide full package of 3-D renderings, layouts and elevations
- Provide the project costing information

Project Order Processing (See Line Item 29 for Specific Process)

- Receive Purchase Order or Contract
- Acknowledge receipt of PO/Contract
- Review the PO/Contract with all the project parameters in quotation
- Correct if applicable
- Once correct, provide an Order Confirmation
- We assign the project personnel
- Receive Customer project contact information (internal and/or General Contractor)

Managing the Project

- Contact the applicable Project Manager of the Customer
- Establish the project timelines for delivery and installation
- Site verification – verify the dimensions, and delivery situation

Manufacturing the Product

- Project is entered into our Production Schedule
- Raw materials ordered – as necessary
- Various components are manufactured, painted and packaged for shipping

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- Project Coordinator is notified about the progress throughout the process

Coordination of Installation

- Shipping of product is scheduled with the Freight company
- Customer is notified
- Installation team is booked for the project
- Track – may be installed first, for example

Delivery

- Coordinate with Freight company for date, time, and type of truck required
- Delivery is scheduled
- We confirm with Customer contact that delivery is scheduled
- Project Coordinator is notified that materials have been shipped

Installation

- Product is received by our Installers, and checked for completeness and damage
- Product is then transported to work area
- Commence the installation of the Track System
- Rest of the system is installed
- Final cleanup of area in completed

Customer Inspection and Acceptance

Once we have completed the project and performed the final cleanup, we then want the Customer to have a thorough examination of the system. It's a great time for them to ask any questions, and for us to make sure that they are fully aware of the proper operation of the all the components. If an end-user is not on-site at that time, we are happy to schedule a convenient time for us to return to the site and review the system with them.

In some cases, the Customer is not present to inspect the installation, so the Project Manager for the General contractor completes the inspection and provides the acceptance. In rare cases, any deficiencies are corrected, and then are inspected once again.

Final Steps

Once the project has reached this stage, we provide a confirmation that the project is completed, and we include the final invoice as well.

Quality Assurance Programs for Manufacturing

ISO certification is just one of the many types of quality assurance processes available for the manufacturing process. While ISO is likely the best known, others are available that have proven to be at least equal in terms of their effectiveness.

Spacefile International utilizes a Quality Management Plan for quality assurance and continuous improvement of various elements of manufacturing. This Quality Management Plan has been recognized as an acceptable alternative to ISO Certification at all levels of Government and is focussed on key fundamentals of providing quality products.

Spacefile International's Quality Management Plan is a comprehensive manufacturing process guide that includes focus on these first principles:

- Material Purchasing: To ensure that all purchased material conforms to the specification requirements
- Incoming Material Inspection: To provide inspection and identification of incoming material
- Fabrication, Manufacturing and Assembly Inspection: To provide detailed engineering drawings, work procedures, equipment procedures and various inspection points
- Final Inspection: To indicate that all finished work is subject to a final inspection.
- Workmanship: How the workmanship is maintained at a level of quality consistent with the technical specification requirements.
- Inspection records: That records of all inspections performed to substantiate conformance to the specification requirements are maintained.

Spacefile International augments this Plan with other processes and procedures which include tracking and metrics evaluations, frequent FMEAs (Failure Modes and Effects Analysis), Design reviews and using Kaizen practices, that all facilitate Continuous Improvement.

Spacefile International has a well-deserved reputation for quality and innovation over

its 53-year history and the Quality Management Plan and our Continuous Improvements efforts are key elements in providing robust, durable and long-lasting storage solutions.

LEED® and Spacefile International

The Leadership in Energy and Environmental Design (LEED®) Green Building Rating System™ encourages and accelerates global adoption of sustainable green building and development practices through the creation and implementation of universally understood and accepted tools and performance criteria.

LEED®: Materials & Resources

MR Credit 3.3: Resource Reuse, 30% Furniture and Furnishings

- Spacefile's modular floating systems can be easily moved, expanded and re-used within the same building without having to replace the entire system

MR Credit 4.1 and 4.2: Recycled Content 10% and 20% (post-consumer + ½ pre-consumer)

- Spacefile's steel has above average post-consumer and pre-consumer recycled content

MR Credit 5.1: Regional Materials, 20% Manufactured Regionally

- Spacefile manufactures in Toronto, ON, within an 800-kilometre (500 mile) radius of Toronto, London, Hamilton, Windsor, Ottawa, Montreal, New York, Philadelphia, Washington D.C.

Spacefile has demonstrated a thorough understanding of green building practices and principles in each of the five environmental categories in LEED®.

Sustainable Sites

- Spacefile storage products have the built-in ability to re-configure and re-use existing space and existing equipment, which allows for effective re-development
- The modular floating floor design allows the entire system to be dismantled and re-used in various configurations, with no further impact to the floors or the building
- High density storage solutions reduce building envelopes and preserve open space

Energy and Atmosphere

- Reducing the floor space required for on-site storage by up to 85%, high density storage can reduce the building envelopes and the energy usage for the life of the building

Materials and Resources

- Spacefile's basic materials are steel and paint
- Our steel has 42% recycled content
- Our steel and paint are locally manufactured
- All manufacturing, sales and marketing operations are located in Toronto, ON
- Due to our basic materials and location, Spacefile's products provide more LEED credits than any other manufacturer for Ontario-based projects

Indoor Environmental Quality

- Paint:
 - Spacefile uses electrostatic powder coat paint that emits zero VOC- volatile organic compounds
 - Our low VOC paint has zero off-gassing three days post painting
 - Spacefile properly disposes of all paint cans
- No Mildew or Mold:
 - Due to our floating floor design, deck panels can be lifted and the area under the unit can be cleaned
 - There are no closed areas where mildew or contaminants can collect
- Woodwork:
 - All supplied wood is 100% formaldehyde-free
 - No urethane or sealants are used on supplied woodwork
 - Lacquer is water-based with no VOC emissions

Innovation & Design

- Spacefile's environmental efforts, custom solutions and superior products provide more LEED credits than our competitors
- Spacefile provides the most accessible and safest high density storage solution in the industry
- Spacefile's high density products are designed and manufactured so they can be safely accessed by people with wheelchairs

Summary

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		<ul style="list-style-type: none"> • Spacefile International has 53-years of extensive relevant large project experience • Spacefile International's solutions are very cost competitive • Spacefile International has a huge Dealer network for comprehensive coverage • Spacefile International provides best value for the spend <p>Please view the Spacefile International Presentation in the uploaded documents for an overview of our company and pictures of completed projects.</p>
11	What are your company's expectations in the event of an award?	<p>Spacefile International Corp's expectations in the event of an award is to have a long and mutually beneficial relationship with all of Sourcwell's members by</p> <ul style="list-style-type: none"> • Providing excellent service with great value to the end user • Addressing end user requirements accurately while providing superior quality products • Ensuring the end users have seamless competent installation minimizing their inconvenience. • Working with our dealers to ensure they are aware of the Sourcwell contract and to utilize it as extensively as possible for their projects.
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.	<p>Spacefile International Corp is a privately held Ontario Corporation that was been in business since 1970.</p> <p>A letter of reference is provided by the Bank of Montreal, our long time financial partner.</p> <p>A copy of our insurance certificate is also provided.</p>
13	What is your US market share for the solutions that you are proposing?	Spacefile International Corp and our dealer network have extensive and broad coverage of the US Market for our product set.
14	What is your Canadian market share for the solutions that you are proposing?	Spacefile International Corp and our dealer network is the dominate manufacturer in Canada for our product set. As a company we have the best coverage across all of Canada.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Spacefile International Corp has never filed for bankruptcy protection
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?	<p>Spacefile International Corp is a Manufacturer. We manufacture all of the products that we sell.</p> <p>Spacefile sells all of our products through 3rd party dealers that have locations across North America. Spacefile is a "High Touch" organization in supporting our dealers. This includes:</p> <ul style="list-style-type: none"> • Answering our phones and not having calls go to voicemail • Providing comprehensive design and proposal generating services with our extensive design team using our 3D software tool Spacetools from Configura CET which provides a highly detailed layout and proposal (a sample is included in the supporting documentation) • Providing "Designer Live" sessions with our dealer and their end user where we use an online meeting platform to collaboratively work to understand the end user's requirements and design the storage solution "Live". Real time interaction supporting out dealers and addressing the end users needs directly. • Providing custom engineered solutions to address the end users needs • Providing comprehensive support through our Program Management Group to coordinate shipping and installations, especially on new construction projects where General Contractors are involved. • Factory Training and certifications for installation of Spacefile products • Spacefile also supports our dealer network by doing installation of Spacefile products anywhere in the world by Spacefile Factory Installers • Spacefile also uniquely supports our dealers by incorporating existing 3rd party products on to our systems. An example of this was at the University of California Santa Cruz campus where we took a significant amount of existing library shelves, augmented with Spacefile's Supreme Cantilever Shelves and installed them on to our SDS Mechanical Assist Mobile System. The incumbent refused to work with the University on reusing the existing shelving. Spacefile saved UCSC around \$400,000 USD. • Spacefile also works in both USD and CDN currencies protecting our dealers and end users from currency fluctuations.
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.	Spacefile International Corp is able to sell and service our products in all of the United States and Canada as well as overseas processions. We work closely with our dealers to ensure that all of our products are supplied in conjunction with local regulations and building codes including seismic applications and prevailing wage projects.

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18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*
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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	Spacefile has received a number of letters of recognition from end users at the end of successful projects.	*
20	What percentage of your sales are to the governmental sector in the past three years	Government Sales including projects with Government funding, 44%	*
21	What percentage of your sales are to the education sector in the past three years	Education Sales \$15%	*
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?	Spacefile holds a number of State purchasing contracts with sales approximately of \$250,000 per year	*
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?	GSA Contract GS-27F-0041X - Spacefile has had a GSA contract for over 10 years. The largest project that we have completed though GSA was the St Elizabeth's Center for Homeland Security in Maryland which was \$1.8 million USD. Supply Arrangement E60HN-21HDMS/001/HN - Spacefile has had a Supply Arrangement with the Canadian Federal Government for many years. Largest Project completed was \$450,000 CDN	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Sheriff Facilities District Attorney Office Los Angeles	Senior Deputy Nicholas Martine	213-974-4242	*
Superior Courts of Los Angeles	Mr. Adolfo Gonzales Director Facilities and Property Manager	213-500-9780	*
LA County	Mr. Ralph Abeyta Director of Facilities	213-435-0496	*
LA County Fire Department	Ms. Janet Wong Department Facilities Planner II	213-200-0513	
Tibour Rubin VA Medical Centre	Ms. LeAna Clark Chief of Projects & Construction Management	562-826-8000 x15294	

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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 *
Glenbow Museum	Government	AB - Alberta	Supplied Museum Products including Shelving, SDS Carriages Art Racks, Carts, Trays	\$4,500,000 CDN	\$4,500,000 CDN
Toronto Hospitals	Government	ON - Ontario	Supplied and Installed Products including Shelving, SDSe Carriages, Art Racks	\$25,000 - \$450,000 CDN	\$2,200,000 CDN
MLK Hospital Los Angeles	Government	California - CA	Supplied File Storage including Shelving and Spacefile SureStop Carriages	\$950,000 USD	\$950,000 USD
University Of California Santa Curz	Education	California - CA	Supplied Library Storage including Supreme Cantilever and SDS Carriages	\$450,000 USD	\$450,000 USD
Courthouses	Government	ON - Ontario	Supplied and Installed Storage including LT Shelving and SDS Carriages	\$20,000 \$525,000 CDN	\$1,400,000 CDN

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.	Due to the nature of Spacefile’s dealer network of independent businesses selling our products, the total number of dealers selling Spacefile products is approximately 350 in the USA and approximately 200 in Canada. These people are supported by our Design Group, Engineering Group and Program Management Group.
27	Dealer network or other distribution methods.	Spacefile sells all of our products through a dealer network in both the USA and Canada. In the USA, due to market size and geography, we do not have exclusive dealer network meaning that we are constantly signing on new dealers, providing them with dealer training and sales and installation support. This type of distribution in the USA will allow Sourcewell members to utilize existing relationships with their local community. Our central design group will always provide best practices and design for an existing dealer or a new dealer. In Canada, due to a smaller market size and geography, we have an exclusive dealer network that we work with closely. Please see attached Spacefile Dealer Network List
28	Service force.	Due to the nature of Spacefile’s dealer network of independent businesses supporting our products, the total number of dealers servicing and installing Spacefile products is approximately 350 in the USA and approximately 200 in Canada. These people are supported by our Design Group, Engineering Group and Program Management Group.

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29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Spacefile Order Processing for Sourcwell/Canoe</p> <ol style="list-style-type: none"> 1. Included with every Spacefile Proposal for a Sourcwell/Canoe member will be a pdf with ordering instructions for the Sourcwell/Canoe contract 2. The purchase order will be sent to Spacefile at quotes@spacefile.com or to the Spacefile dealer. 3. Purchase orders can also be faxed to Spacefile at 905-625-6893 4. The purchase order should be made out to Spacefile International Corp, 18 Huddersfield Drive, Etobicoke, ON M9W 5Z6 5. The purchase order should specify the Spacefile Proposal Number as well as color choices and desired delivery date. <p>The purchase order should also specify if Shop Drawings are required to be submitted on a construction project.</p> <ol style="list-style-type: none"> 6. Along with the Purchase Order, an approved Spacefile layout should be included. 7. A Spacefile Order Acknowledgement will be sent to the entity that issued the Purchase Order as well as the Spacefile Dealer 8. The Purchase Order then goes to Spacefile's daily cross functional Contract Review to confirm all the required information is confirmed and there are no outstanding issues 9. Spacefile at our cost and discretion may reconfirm site measurements by making a site visit 10. A Spacefile Order Confirmation will be sent to the entity that issued the Purchase Order as well as the Spacefile Dealer along with a confirmed delivery date or installation date. 11. The Spacefile Program Management Group will be in regular contact with the Sourcwell/Canoe entity to confirm installation details such as loading dock location, time of delivery, time of installation, phase timing for large projects or construction projects etc. 12. Once the Spacefile system is installed and the end user has signed off on the installation Spacefile will invoice the Sourcwell/Canoe entity and make the necessary remittances to the Spacefile dealer and installer 13. Spacefile will report the sale to Sourcwell/Canoe as required quarterly and make the remittances. 14. Spacefile and our dealers will ensure that the process is clear and fully disclosed to Sourcwell/Canoe entities.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Spacefile is a high touch organization that prides ourselves on our customer service. We answer our phones and respond to our emails same day as part of our company culture. We are also reachable through our website. Spacefile, through our CRM tracks response times.</p> <ul style="list-style-type: none"> • Proposal Turn Around – 24 hours for small projects, 48 hours for large projects • Warranty or Service Inquiry – Same day call, service technician as determined by urgency with Spacefile Program Management Group typically same day or next day.
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Spacefile has a robust dealer network in the USA that are eager to provide product and services to Sourcwell participating entities in the USA including Hawaii, Alaska, Puerto Rico and other US Territories
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Spacefile has a robust dealer network in Canada that are eager to provide product and services to Sourcwell/Canoe participating entities in Canada
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Spacefile will service all Sourcwell/Canoe participating entities in the USA and Canada. There are no restrictions.
34	Identify any Sourcwell 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?	Spacefile will service all Sourcwell/Canoe participating entities
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Spacefile has no specific contract restrictions to Sourcwell participating entities in Hawaii, Alaska or US Territories. We routinely do projects currently in those areas. We recently completed a project in Guam.

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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.	<p>Spacefile will promote our Sourcwell/Canoe contract in a variety of ways:</p> <ul style="list-style-type: none"> • Issue a Press Release upon Award of a Sourcwell/Canoe contract. • Announce the Award of our Sourcwell/Canoe contract through our weekly e-mailers to our dealers and others on our CRM and on our Social Media Platforms • Instruct our Dealer to announce the contract on their Social Media Platforms and on their e-mailers. • Incorporate details of our Sourcwell/Canoe contract into our Dealer Presentations and Dealer On boarding sessions • Put the Sourcwell or Canoe logo on all Sourcwell/Canoe Proposals being sent to customers. See Sample Layout in Marketing Upload • Incorporate Sourcwell/Canoe training into our Monthly or Quarterly Dealer Review Sessions on an ongoing basis. • Track and report to our dealers the number of Sourcwell/Canoe opportunities in their Sales Pipeline and included in our monthly reports. • Spacefile and our dealers attend multiple tradeshow large and small across USA and Canada and we will use Sourcwell/Canoe branded materials to educate attendees about the contract. • Spacefile will include the Sourcwell/Canoe contract details on our website as well as Sourcwell/Canoe logos on our landing page of our website. <p>Our dealers are constantly inquiring about getting a Sourcwell/Canoe contract and we know it will be well used and promoted.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Spacefile's main electronic communication with our dealers is through e-mailers. We use different social media platforms, mainly LinkedIn to share different projects that we have been working on. We are also in the middle of redeveloping our website to show more of our capabilities. We also work closely with our dealers and provide them materials to use on their social media platforms as well. We speak with our dealers on the daily basis as we collaborate on projects with them.</p>
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>Other than Sourcwell/Canoe posting the contract award and our contact information on your website and forwarding any relevant inquiries that you happen to receive, we don't have any other expectations from Sourcwell/Canoe promoting our contract. Spacefile and our dealers are determined to make this contract successful and will work hard to promote the contract across all our collective platforms and contacts. We will integrate a Sourcwell/Canoe contract into our sales process by communicating it to all our dealers and customers and providing them with the tools they need to make this contract successful.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Due to the unique and specialized nature of Spacefile products and solutions the only e-procurement we support is receiving Purchase Orders and communications via email over the internet.</p>

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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.	Spacefile provides user training on all mobile systems that we install as well as providing instructional videos and manuals for each system. This training is typically provided by the factory certified installer or Spacefile dealer. Additional training of new staff can be directly arranged with the Spacefile dealer. Spacefile also provides preventative maintenance plans on all of our equipment.
41	Describe any technological advances that your proposed products or services offer.	Spacefile is constantly experimenting with new equipment in our factory to build our products faster and offer more value to our customers. We are currently trialing IPG Light Weld laser welder that will allow us to manufacture our products faster. Spacefile also uses technology to make our systems easier to install so we can get in and out of a customer site as quickly as possible, minimizing customer inconvenience. Our focus on safety as demonstrated by our SDS SureStop Mechanical Assist Carriages is also an example of using welding technology to improve our products.
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.	Spacefile has a number of Green Initiatives <ul style="list-style-type: none"> • We use a low VOC Powder paint for our finishing • We offer an ECO Paint color offering that uses a mix of leftover paint so no powder paint goes to a landfill. This paint color is often used by retailers for their back of house operations to promote their environmental goals • We minimize the use of packaging particularly cardboard to reduce materials going to landfills. We in fact return cardboard to the factory to reuse on local projects • Our steel comes from the steel Mills in Hamilton Ontario which is less than 25 miles from our factory and has 42% recycled material included. • We have closed loop processes in our factory so we are not wasting water • We have LED lighting in our factory and offices • Our systems are designed to be reused and relocated. Spacefile was GreenGuard Certified for many years as well as members of the Green Building Initiatives but decided that actions spoke louder than Certifications. By definition our products are environmentally friendly as they do not emit any off gassing and optimize space usage. We work on many LEED certified building projects and contribute points to the LEED process.
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.	Spacefile was GreenGuard Certified for many years as well as members of the Green Building Initiatives but decided that actions spoke louder than Certifications. By definition our products are environmentally friendly as they do not emit any off gassing and optimize space usage. We work on many LEED certified building projects and contribute points to the LEED process. Our willingness to reuse and repurpose existing equipment into our systems also demonstrates our commitment to the environment.
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.	Since Spacefile is located in Canada, there are no official set asides as described. However, Spacefile would be considered a Women Owned Business (WMBE) if it were located in the USA though it's corporate ownership structure. All of Spacefile's USA dealers are small business (SBE) and a number of them are WMBE and we have at least one Disabled Veteran Dealer.
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?	Spacefile is uniquely able to support both USA and Canadian Sourcewell/Canoe members: <ul style="list-style-type: none"> • We believe that we are the only company in our sector that provides both a USD and CDN Price List to take currency risk away from our customers. • We provide unique best in class designs for clients based upon our central design group. • Though our dedicated Spacefile dealer network we have years of experience of implementing storage projects. • We provide custom solutions to unique fit our customer's storage needs. • We manufacture and install safe accessible storage systems.

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Table 9: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes, Spacefile fully supports all products and services that we sell. We stand behind our name. Please reference our attached Statement of Warranty	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please reference our attached Statement of Warranty In Brief This product warranty is contingent upon the normal and proper use of the product. Damage resulting in whole or in part from alteration, misuse, abuse, neglect, fire, accident, flood, or act of God; improper use or application of the product; or any defect in products not covered by this warranty. Structural frames exclude all moving parts, guides or controls with immediate contact with moving parts. This warranty does not apply to defects arising from accidents, misuse, improper installation, installation by non-qualified installers, improper operation, normal wear and tear, neglect, unauthorized repair or alteration.	*
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?	Spacefile can perform warranty repairs across the United States and Canada. We partner with our dealers as required to perform warranty repairs.	*
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?	Spacefile manufacturers all of our own products other than the SDS e electrical components. Spacefile covers the warranty of the SDS e electrical components.	*
51	What are your proposed exchange and return programs and policies?	See Spacefile's Terms of Sale In Brief An order, once placed with and accepted by the Spacefile, can be cancelled only with the Spacefile's written consent and upon terms that will indemnify Spacefile against loss. Minimum Restocking charges of 30% will apply. Non-standard products and textured finished products cannot be returned. Products can only be returned with a RA (Return Authorization) Number. End user is responsible for freight and packaging of any returned material. Any returned product must be in saleable condition and will be inspected before a credit is issued. Spacefile is the final arbitrator of what is deemed acceptable for returns and credits.	*
52	Describe any service contract options for the items included in your proposal.	Service contracts are available and are generally contracted with the Spacefile dealers locally.	*

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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Spacefile terms are NET 30 days OAC.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Spacefile has worked with 3rd party leasing companies in the past however we typically find that typical Sourcwell/Canoe members do not use leasing. Spacefile does not offer any leasing or financing directly.
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.	The following is the process Spacefile follows once we receive an Purchase Order on the Sourcwell contract, <ul style="list-style-type: none"> • An Order Acknowledgement is sent • The order is brought to our daily Contract Review where the order is reviewed by representatives of Design, Manufacturing and Program Management to identify any missing information like color, delivery dates, drawing sign off etc. If there is any information missing Design reaches out to the customer to confirm information • Once the order is confirmed in Contract Review an Order Confirmation with a delivery date is sent • Our Program Management team will reach out to the customer to begin to coordinate delivery and installation as required and will be the main liaison for communication in case of delays (on a construction site for example) • Once the order is shipped and installed the customer is invoiced and provided with warranty documents
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Spacefile will accept Mastercard and Visa cards for small transactions up to \$2500.00 Some of our Spacefile Dealers may accept P-cards

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Spacefile is providing a percentage discount off our Commercial List Price 6.5. Spacefile will always provide a line by line quote including part number with every proposal so Sourcwell/Canoe members can get full disclosure of their costs. Spacefile utilizes our Configura CET SpaceTools software to manage our pricing so the list prices are consistent on every project. Spacefile also publishes a US Dollar List Price AND a CDN Dollar List price so Sourcwell/Canoe members will get pricing in their own respective currency eliminating currency risk for members. Spacefile does not publish a paper List Price Book. We have provided with our response our PDF version of our List Price Book. We ask that our List Price Book is not posted on the Sourcwell/Canoe website if we are successful in obtaining a contract but is kept on file for audit purposes. We have provided SKU or part numbers for every part in our List Price Book along with descriptions, USD List Price, CDN List Price, Weight.

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58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>For Projects with a List Price from \$1.00 to \$20,000.00 the Discount from Commercial Price List 6.5 is 50% off. For Projects with a List Price from \$20,001.00 to \$250,000.00 the Discount from Commercial Price List 6.5 is 57% off. For Projects over \$250,001.00 List Please contact Spacefile and/or Local Dealer for discount.</p> <p>Projects located in Canada will be quoted in Canadian Currency from Spacefile Commercial Price List 6.5 Projects located in the USA and overseas will be quoted in Canadian Currency from Spacefile Commercial Price List 6.5.</p> <p>Please see Sourcwell/Canoe Discount Sheet attached to Spacefile's Commercial Price List 6.5.</p>
59	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Spacefile will consider quantity and volume discounts on projects on a case by case scenario. Spacefile does not have any rebate programs. Spacefile works closely with our dealers to ensure that our end uses get the best value.</p>
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Spacefile will handle "Sourced Products and Related Services" for Sourcwell/Canoe the same way we handle "Sourced Products and Related Services" for GSA. We will identify these items as "Off Contract" on our BOM at NET Prices. This way members can see with full disclosure what is on contract and what is off contract on all of the projects. Each item will be a separate line item. Spacefile will work with our dealer network to ensure that Sourcwell/Canoe members obtain the best value solution which may mean sourcing locally to reduce shipping costs.</p>
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.	<p>Every system that Spacefile manufactures is different than the last one or the next one. Each system is different. Every installation is different as well. There could be great access to the installation location or their could be "stair carry's". There could be multiple visits to complete an installation. First visit to install the track and deck during construction. A second visit to install the carriages and shelving. Some installations require union installation or prevailing wage installations. There are many variables therefore Spacefile proposes for this contract that each installation is quoted individually for each Sourcwell/Canoe project. Installation will be done by Factory Certified Installers</p> <p>Freight and Delivery will also be quoted on an individual project by project basis. Some projects will have a loading dock, some project will require a short truck with lift gate. Some project will require a night time delivery for example in the loop in Chicago, IL. Some projects will need to be delivered at certain appointment time to meet the installation crew. Each project is different and we work with different freight organizations to obtain the best value for the customer. Spacefile will commit to honor the freight quote to a Sourcwell/Canoe member once we have quoted it even if there are surcharges that come into effect before the product ships.</p> <p>Moves Adds Changes after a Spacefile system has been installed will also be billed separately.</p>
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Spacefile routinely ships our systems throughout the USA, Alaska, Hawaii and Canada as well as other worldwide locations. We work closely with our Spacefile dealers on obtaining the most efficient way to ship our systems. Whether the shipment is on a truck from Toronto to Seattle then on a barge to Alaska or on a truck from Toronto to Miami and then on a boat to Puerto Rico, Spacefile's Program Management team works hard to ensure that our systems arrive at their location in a timely manner. We have shipped systems by container to Guam. We have shipped systems by air to remote Inuit locations in Northern Quebec.</p> <p>Freight, shipping and delivery is quoted as a separate net cost to Sourcwell/Canoe members and will be indicated on the Spacefile proposal. Spacefile's only requirement for shipping out of mainland USA, Alaska, Hawaii and Canada is that the product must be fully paid before for shipment.</p>
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>There are no unique freight, shipping or delivery requirements for Alaska, Hawaii or Canada. Our only unique requirement for offshore freight, shipping and delivery is that Spacefile requires full payment before shipping the product from the factory.</p>

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64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Spacefile works with our dealers and shipping partners to obtain the best value shipping and delivery costs to our end users. Our Program Management is excellent.	*
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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.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Since Spacefile does all of our proposals at our head office for all of our dealers, we easily maintain control for all registrations and contracts and ensure that all Sourcwell members will get the Sourcwell contract pricing. We use our CRM system to track all our proposals as well as our success rates. Our internal process are aligned for quarterly reporting and administrative fee payment as we have the same requirements for our GSA contract and IFF fee which we have been doing for 10 years. Spacefile will insert the Sourcwell Logo on all layouts as an additional reminder that this proposal is a Sourcwell contract as well as promoting the Sourcwell contract. See sample. Everyone who sees our layouts will know it is a Sourcwell/Canoe project.
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.	At Spacefile, we track everything through our CRM platform. We will be able to determine the number of Sourcwell proposals we have submitted, how many Sourcwell proposals we are successful on. Our Inside Dealer Support team also follows up with our dealers to find out the status of the proposals as well as provide feedback. Many of our dealers have been asking us to get "on Sourcwell" and Canoe so we are confident that we will have an excellent success rate with the Sourcwell/Canoe Contract.
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Spacefile International Corp will pay Sourcwell a 2% administrative fee calculated as a percentage of the Spacefile product sale price.

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

Line Item	Question	Response *

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69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Spacefile is providing Design Services, Project Management Services, Manufacturing, Delivery and Installation Services, Warranty and Maintenance Support Services in our proposal. Our Product Categories are:</p> <ul style="list-style-type: none"> • Spacefile LT Shelving – 4 Post Style Shelving • Spacefile S-Line Shelving – Light Industrial Shelving • Spacefile S-Line Wide Span – Light Industrial Shelving • Spacefile Supreme Cantilever – Cantilever Library Shelving • Spacefile SDS Mechanical Assist Mobile Storage System • Spacefile SDS SureStop Mechanical Assist Mobile Storage System c/w Integrated Mechanical Safety Brake • Spacefile SDSe Electrical Assist Mobile Storage System • Spacefile SDSLP Low Profile Mechanical Assist Mobile Storage System • Spacefile SDSm Manual Assist Mobile Storage System • Spacefile Carts • Spacefile Art Racks and Textile Storage • Spacefile Museum Tray Shelving • Spacefile Tambour Roll Down Doors • Spacefile Golf Club Storage <p>Spacefile also firmly believes that we build the safest Mobile Storage Systems in the industry</p> <ul style="list-style-type: none"> • Spacefile SureStop Technology is the industry leader in mechanical brakes on carriages • All of Spacefile Carriages come standard with Anti Tip Devices • Our SDSe Electrical Systems have current monitoring built in as standard to stop the carriages immediately on contact • Our SDSe Electrical Systems also have aisle entry, motion detection EDS system as well as RFID access key <p>Spacefile also has the largest Track and Deck Options in the industry</p> <ul style="list-style-type: none"> • Spacefile Universal Demountable Track and Steel Deck • Spacefile Grouted Deck with Plywood Deck Seismic • Spacefile Inlaid Grouted Track Seismic • Spacefile 3 Piece Aluminum Track • Spacefile 3 Piece Seismic Aluminum Track • Spacefile 1 Piece Aluminum Track
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Spacefile provides solutions in the follow categories</p> <ul style="list-style-type: none"> • Healthcare • Pharmacy • Educational • Office and Workspaces • Law • Government • Retail • Museums & Art Galleries • Libraries • Hospitality • Sports Equipment Storage • Vertical Farming • Archives • Food & Cold Storage • Automotive • Military • Residential
71	Describe how your products will help participating entities organize their inventory of products.	<p>Spacefile is all about the storage of products. Our design team works closely with our dealers and end users to bring best practices to our design proposals and work to optimize the space. We work to determine the most efficient way to store items with consideration of the end user's budget. We also focus on the user experience when designing systems. For example, an active file room with many people using it will require more access aisles than an archival storage room where there might be one person a day accessing the system. We also consider the benefits of a Manual Assist vs an Electrical Assist vs a Mechanical Assist system based upon the usage requirements of the system. We work closely with our customers to ensure they have the best system to organize their inventory of products.</p>

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72	Describe the ability to adapt your products through modification or replacement to address obsolescence resulting from advances in technology.	Spacefile's design philosophy is that all our individual product lines are interchangeable. Our SDS carriages can be reused with any of our shelving or existing shelving or 3rd party shelving. Products like our Universal Demountable Track and Deck are designed to be easily moved and repurposed without any damage to the building or space. Perhaps the biggest differentiator in this area for Spacefile is our willingness and ability to incorporate existing customer products into our systems and making everything uniform and interchangeable including custom colors as we did with the University of California Santa Cruz Engineering Library.
73	Describe how any included software has improved the functionality and ease of use for your physical storage solutions.	The software that comes with our SDSe Electric Mobile System is very robust and has remote access control and FirePark
74	Describe your project design approach and related applications of technology.	<p>Spacefile's design approach is multi-dimensional and customer focused:</p> <ul style="list-style-type: none"> • Central Design Department – Since our Designers prepare the proposals for all our dealers, we are able to bring best practices and smart design to every customer. We are able to generate solutions and recommend products that will provide the best value and best usage of space for our customers. • Getting it Right – Our Designers also go back and forth with our dealers and end users to do multiple options and multiple versions of the proposal to make sure that we get the proposal to perfectly suit the requirements and the space of the project. We don't do "Good Enough" we get it right. • Custom Solutions – Spacefile is known in the industry for our strong engineering capabilities. Our systems have the best quality in the industry and we really excel at providing customized solutions to our customers. We constantly work with our dealers and customers to propose storage solutions that optimize space and optimize storage of whatever needs to be stored. This might mean something as simple as unique dimensions on shelves or some custom bracket. We design everything on SOLIDWORKS, prototype it in the factory and test everything before shipping. • Safety First – Everything we do is focused on the safety of the end user. We ensure that we have adequate access space in and around the system. Everything has Anti Tip built into every rail. We wall mount and floor mount shelving where required. Product like our SureStop Mechanical Safety Brake is the safest Mechanical Assist Mobile in the industry. Our SDSe Electrical Assist product has many passive built in safety features and well as many options for active safety features. • Use of Technology – We use technology in multiple ways at Spacefile. Our Engineering Department uses SOLIDWORKS in all of our design work. Our Design Team uses Configura CET (SpaceTools) and uses Webex to do "Designer Live" sessions with our end users. Our production department has the latest technology in terms of metal working machines. • Environment – Spacefile works hard to minimize our impact on the environment. This includes using Low VOC powder paint, minimizing packaging specifically cardboard and incorporating existing product at a customer site with new equipment. We combine freight orders where possible and use rail as much as possible. • Accessibility – All of our designs incorporate ADA (American's with Disability Act) in the USA, ACA (Accessible Canada Act) in Canada as well as the AODA (Accessibility for Ontarians with Disabilities Act) here in Ontario where our manufacturing plant is located. Our accessible designs incorporate spacing around the systems, the amount of effort required to use our systems, ramp slopes as well as reach area of a system.

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

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

Line Item	Category or Type	Offered *	Comments
75	Bins	<input type="radio"/> Yes <input checked="" type="radio"/> No	Spacefile does not provide storage bins buy most of our dealers do provide bins
76	Lockers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Spacefile can supply Knocked down lockers with our LT Shelving Product
77	Secure storage	<input checked="" type="radio"/> Yes <input type="radio"/> No	Spacefile has many different types of locking storage
78	Vertical and horizontal shelving	<input checked="" type="radio"/> Yes <input type="radio"/> No	Spacefile builds many styles of shelving including LT, Supreme Cantilever, S-Line and Art Racks
79	Racking systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Spacefile S-Line shelving is Light Industrial Shelving
80	Access and inventory control systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	Many of Spacefile Dealers provide these products
81	Portable or mobile storage solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	
82	Related software, hardware, accessories, design, assembly, and installation services complementary to a proposer's offering of storage solutions described in Line Items 75 - 81	<input checked="" type="radio"/> Yes <input type="radio"/> No	

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

Line Item 83. NOTICE: To identify any exception, or to request any modification, to Sourcwell 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 Sourcwell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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."

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- [Pricing](#) - Spacefile International - Commercial Price List 6.5 and Discount Structure.pdf - Thursday November 09, 2023 08:04:45
- [Financial Strength and Stability](#) - Spacefile -Financial.zip - Thursday November 09, 2023 09:27:58
- [Marketing Plan/Samples](#) - Spacefile Marketing Sample Layout Dealer List Brochures.zip - Thursday November 09, 2023 14:28:30
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Spacefile International Warranty 5 Year SDSe V50-D.pdf - Thursday November 09, 2023 08:05:00
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Spacefile International Sourcwell Presentation 110823.pdf - Thursday November 09, 2023 08:05:39

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 Sourcwell 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 Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell 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 Sourcwell 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

Exhibit A - Sourcewell Agreement CONTRACT# OPD/250405

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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. - John G Harkness, President, Spacefile International Corp

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

Yes No

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

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

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



Quote Number	241007 - AR2 - Ocala Police - V2-1
Spacefile Rep	CSO

Sales Rep	Jim Burkart	Project Name	Ocala Police Department
Dealer	Workspace Technology Inc		
Address	912 N US Highway 41	Address	
City	Ruskin	State	FL
City		City	Ocala
Zip Code	33570	State	FL
Zip Code		Zip Code	34471
Phone	407-488-8783		
Fax			
Email	jimb@workspacetechnology.com	Quote Date:	2025-01-20

Reference	SDS Mechanical Assist System w/LT Shelving - Grouted Track
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Project Parameters

1. A 25% deposit is required at time of order, the balance as per Registration Agreement.
2. Spacefile is not responsible for customer supplied dimensions
3. End user to ensure floor loading is adequate
4. Unless otherwise noted, FOB Spacefile
5. Unless specifically noted, Delivery and Installation quote is based upon non union labor
6. Unless specifically noted, receiving dock for 53' trailer and elevator access is required at no additional cost
7. "Freight Only" quotes Dock to Dock (inside delivery & tailgate extra)
8. Unless specifically noted, prices firm for 14 days
9. Please see Spacefile International Corp Price List for Specifications, Warranty and Conditions
10. Maximum out of floor level is .75"
11. Unless specifically noted, finish is high-gloss powder paint. Quote is based upon Spacefile STOCK Colors
12. Layouts **Must Be Approved & Signed** and faxed back with purchase order at time of ordering.
13. Delivery & Installation quoted business hours (weekends & afterhours extra)
14. Shipments are based on actual lead times at the time of receipt of purchase order, confirmed product specifications, and credit approval.
15. Each shipment is invoiced separately.
16. Cancelled Orders may be subject to a cancellation charge.
17. Pricing is quantity specific. Any change in order quantity may affect pricing and freight charges.
18. Any claims for shortages, incorrect shipments or damaged goods must be submitted within 5 days of delivery to receive consideration.
19. At Spacefile's option, any SDS carriage 9.5 feet long or less may ship in one piece. It is the client's responsibility to specify and order a sectional carriage if a sectional carriage is required for carriages less than 9.5 feet long. Carriages over 9.5 feet long will ship in sections to be field assembled.
20. In a Plywood Grouted System, the finished floor covering for the plywood is supplied by others, not by Spacefile.
21. Where applicable, Wall Anchor Brackets and the hardware to attach them to the shelving has been included in this quotation. The hardware for attaching these brackets to the wall is supplied by others. Prior to installation, please confirm what type of hardware is required.
22. Errors and omissions excepted.
23. All orders are subject to the terms and conditions in **Sourcewell Contract No. 110923-SPCFI** and **City of Ocala Contract No. OPD/250405** ~~Spacefile International Corp's standard Terms of Sale.~~
24. ~~This document is proprietary to Spacefile International Corp. Any dissemination or distribution of this document in whole or in part, or copies thereof, to any third party without Spacefile International Corp.'s prior written consent is strictly prohibited.~~



Spacefile International Corp's TERMS OF SALE

~~**CONTROLLING PROVISIONS** – These terms and conditions shall supersede any provisions, terms, and conditions contained on any confirmation order, or other writing the Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof and by the laws of the Province of Ontario, Canada. These terms and conditions cannot be changed or modified without the prior written consent of Spacefile International Corp hereafter referred to as Spacefile.~~

TERMS - Unless otherwise agreed to in writing and signed by Spacefile, credit terms are net 30 days. Credit approval is a condition to all orders. A Deposit is required at time of order. All items will be invoiced when manufacturing or installation has been completed. The total amount is due and payable whether items are shipped or warehoused. If partial shipments are made before completion of the total order, the quantities shipped will be invoiced at the time of shipment. Interest will be charged on overdue accounts at the rate of 2% per month.

QUOTATIONS & PRICES - Prices are subject to change without notice, and orders calling for future shipment will be billed according to the price in effect at the time of shipment. Prices quoted do not include installation of Dividers, which are to be installed by the end-user. Written quotations automatically expire 30 calendar days from date of issue and are subject to termination by notice within that period. Errors and omissions excepted.

TAXES – Taxes are the responsibility of the buyer. Prices on the products specified herein are exclusive of all city, state, provincial and federal sales, duties, tariffs and excise taxes; regardless if not specified herein. Wherever applicable, such tax or taxes will be added to the invoice as a separate charge to be paid by the Buyer.

TOOLS - Charges for dies and tools indicated on the face hereof are net and payable upon delivery and approval of tool-made samples. All tools and dies remain the property of Spacefile.

CANCELLATION- An order, once placed with and accepted by the Spacefile, can be cancelled only with the Spacefile's written consent and upon terms that will indemnify Spacefile against loss. Minimum Restocking charges of 30% will apply. Non-standard products and textured finished products cannot be returned. Products can only be returned with a RA (Return Authorization) Number. End user is responsible for freight and packaging of any returned material. Any returned product must be in saleable condition and will be inspected before a credit is issued. Spacefile is the final arbitrator of what is deemed acceptable for returns and credits.

DELAYS - Spacefile will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the Buyer by reason of such delay, when such delay in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these here in before specified) beyond Spacefile's reasonable control. All orders or contracts are accepted with the understanding that they are subject to Spacefile's ability to obtain the necessary raw materials, and all orders or contracts, as well as shipments applicable thereto, are subject to Spacefile's current factory schedules, governmental priorities, and other governmental regulations, orders, directives and restrictions that may be in effect from time to time.

SHIPPING- All prices are quoted F.O.B. Toronto area. Unless the Buyer specifies the mode and the carrier in writing 10 days prior to shipment, Spacefile may, in its sole discretion, select the means and route of shipment, and Spacefile shall not be liable for any damage or loss arising from such selection. Delivery to common carrier at point of shipment shall constitute delivery to Buyer and Buyer shall assume all risk for subsequent damage.

WAREHOUSING - Warehouse charges will begin from the date of the initial invoice or completion of the order whichever comes first. Spacefile will charge a warehousing fee of (3%) of the invoiced value of the warehoused items each month. Warehouse charges will be invoiced at the beginning of each 30-day period when applicable. A fractional period will be charged as a complete 30-day period. The Buyer assumes all risks to his finished products in the form of damage or destruction due to fire, theft, flood or acts of God while stored by Spacefile.

WARRANTY- Spacefile warrants the articles supplied here under to be free from defect in material and workmanship for a period from one (1) year to ten (10) years depending on the product. Please inquire with customer service for the specific warranty of the products being quoted. A warranty of one (1) year will apply as standard unless specified otherwise. No other warranty, expressed, implied, or by operation of law, shall exist, all such warranties being waived by the Buyer. The extent of any claim under warranty or product liability shall not exceed the sales price of individual item. If a warranty repair is required, Spacefile is not responsible for the removal, temporary storage or the replacement of any material stored in or around the system to execute the repair work.

PRODUCTION STANDARDS – Spacefile's production is based on matching a sample, prototype, or first article manufactured by Spacefile. If the customer supplies a sample for Spacefile to produce, Spacefile will produce its own sample to match during production. Spacefile agrees to match the quality and tolerances, within industry standards, of the sample in production. It is the buyer's obligation to check the sample for fitness and conformance to the buyer's intended use. It is the buyer's obligation to approve the sample prior to authorizing Spacefile to begin production. Spacefile cannot be held responsible for Buyer's designs, fitness for use or compatibility with component parts not supplied by Spacefile, unless such issues are expressly stated in the customer's purchase order or otherwise agreed to in writing signed by Spacefile. Production articles matching the sample shall be deemed conforming for all purposes.

PLYWOOD SUB-DECK SYSTEM – Unless noted otherwise, the floor covering for the plywood sub-deck is not supplied by Spacefile. It is the dealer/end user's responsibility to inspect and accept a plywood sub-deck before the finished floor is installed. Once the finished floor is installed, the plywood sub-deck is accepted by the dealer/end user by default.

~~**HOLD HARMLESS** – Buyer agrees to indemnify and hold harmless Spacefile for any and all actions, causes of action, claims, demands or litigation that allegedly arise out of the items manufactured, produced, or sold by Spacefile. Said indemnification and hold harmless agreement shall apply to, but not be limited to, any claims by third parties for personal injury, property damage, lost business, lost profits, costs and/or attorney's fees which allegedly relate to the items produced. The buyer shall indemnify Spacefile for any resulting settlement, judgment, cost, and attorney's fees paid or incurred.~~

~~**CLAIMS** – All claims by the Buyer for defects in product or workmanship will be deemed waived if not presented within fourteen (14) days after Buyer's receipt of shipment. No credit will be allowed to the Buyer for the return of any product, defective or otherwise, until Spacefile issues an authorization for return of same. Spacefile reserves the right to inspect the defects claimed at the Buyer's place of business prior to issuing such authorization. Defective product not conforming to specifications so returned shall be replaced or repaired, or in lieu of such replacement or repair, Spacefile may, at its option, refund the purchase price applicable to such product. Spacefile shall not be responsible for any damage or loss resulting from improper assembly of Spacefile's products or for the use of Spacefile's products for purposes other than those for which the products are designed.~~

~~**CONFIDENTIAL INFORMATION** – All information, including but not limited to design details and specifications set forth in the accompanying quotation, and in any other associated drawings, specifications, prototypes, samples or other documents or things previously or herewith provided, are proprietary and confidential information which is the sole property of Spacefile International Corp. Reproduction in part or as a whole of, or use of the information contained in, any of such documents or things, without the express written consent of Spacefile International Corp is prohibited. Buyer agrees that none of said information, including any of said documents or things, shall be disclosed to any third party.~~

PATENTS & COPYRIGHTS - If any material shall be manufactured and/or sold by Spacefile to meet the Buyer's particular specifications or requirements and is not part of Spacefile's standard line offered by it to the trade generally in the usual course of Spacefile's business, the Buyer agrees to defend, protect and save harmless Spacefile against all suits at law or inequity and from all damages, claims and demands for actual or alleged infringement of any United States or foreign patent or trademark and to defend any suit or actions which may be brought against Spacefile for any alleged infringement because of the manufacture and/or sale of the material covered thereby.

SPACEFILE'S RIGHTS AND REMEDIES – Spacefile shall have the right anytime, and from time to time, for credit reasons or because of Buyer's default, to withhold shipments, in whole or in part, and to recall goods in transit, retake the same, and repossess all goods that may be stored with Spacefile for Buyer's account, without the necessity of any other proceeding. All goods recalled, retaken or repossessed will become the absolute property of Spacefile, and Buyer will be given full credit for those goods, less re-stocking fees. Nothing will limit the rights and remedies available to Spacefile under applicable law. If Buyer defaults, Buyer will be liable to Spacefile for all such fees and expenses incurred by Spacefile, including attorneys' fees and expenses.