



Spacesaver Corporation
1450 Janesville Avenue
Fort Atkinson, Wisconsin, USA 53538-2798
Tel: 920-563-6362 Fax: 920-563-2702
www.spacesaver.com

July 9, 2020

Ms. Sue Hayes
Chief Financial Officer
Education Service Center, Region 10
400 E Spring Valley Rd.
Richardson, TX 75081

Subject: Request for Proposal (RFP) # EQ-052920-01, Furniture and Storage, related products and services

Dear Ms. Hayes,

Spacesaver Corporation would like to thank you for the opportunity to submit a proposal in support of the subject RFP entitled "Furniture and Storage, related products and services".

In accordance with the RFP Section D, II. Proposal Format, please find enclosed a consolidated PDF of our bid response/proposal including Attachment A and an Excel file of Attachment B (pricing) response.

We would like to highlight several key points of our proposal.

1. We have included sufficient **product literature** to help your evaluation selection team gain a better, visual understanding of Spacesaver's extensive product offerings. We believe your team will find Spacesaver well suited to provide storage solutions to Region 10 ESC and all other Public Agencies under the Equalis Group members.
2. Our proposal and **all documents requiring signature at this time** have been signed and are enclosed. Signature is by Steven Anderson, Vice President of Finance.

Thank you, in advance, for your diligence with moving this procurement forward. We look forward to your evaluation of our detailed and thoughtful proposal and, in turn, award with the Region 10 ESC and Equalis Group.

Please contact me with any questions or clarification needs you may have.

Sincerely,

A handwritten signature in cursive script that reads "Tammy L. Lee".

Tammy Lee, Director of Sales Operations/Contracts Manager
Spacesaver Corporation
1450 Janesville Avenue
Fort Atkinson, WI 53538
Email: tlee@spacesaver.com
Direct: 920-563-0771



OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

☒ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

July 8, 2020

Date



Vice President Finance

Authorized Signature & Title

COMPANY PROFILE

1. What is your company's official registered name?

Spacesaver Corporation

2. What is your company's Dun & Bradstreet (D&B) number?

00-643-2918

3. What is/are your corporate office location(s)?

Fort Atkinson, Wisconsin

4. Please provide a brief history of your company, including the year it was established.

WHO WE ARE

We are innovators. We are problem solvers. We are solution providers.

We reside in the world of storage every day and have done so for over forty years.

Spacesaver was founded in 1972 by Theodore W. Batterman in the small town of Fort Atkinson, Wisconsin. Ted's mission was to help organizations maximize space, save energy, and increase productivity, and he realized that high-density mobile storage could accomplish all three goals at once. Working out of a barn with only seven employees, he spearheaded the development of high-density mobile storage and shelving for the United States.

Spacesaver's client base has expanded dramatically since those early days, and today we've completed more than 300,000 installations in the U.S. and around the world. Our clients include a wide variety of organizations including; Universities, manufacturers, museums, government agencies, military bases and healthcare facilities.

In 1998 Spacesaver became part of KI, a global company headquartered in Green Bay, Wisconsin, that was founded in 1941. As a wholly owned subsidiary of KI, Spacesaver is 100% employee owned. We take pride in running our business, and each decision, each action, each inaction, comes from the belief that our company reflects who we are. Everyone in the organization has a stake in the game.

PRODUCTION FACILITIES

Spacesaver Corporation has two manufacturing locations in Fort Atkinson, Wisconsin, with the main manufacturing operation at 1700 Janesville Avenue occupying 330,000 square feet and being completely dedicated to the manufacture of high-density mobile and other storage equipment. This state-of-the-art facility allows us to maintain short lead times and a high product quality. A second facility is located at 1450 Janesville Avenue, which is an 85,000



square-foot facility that houses some manufacturing functions as well as our corporate headquarters and sales, marketing, finance, and engineering services.

CURRENT PROJECTS

Spacesaver's current manufacturing methodology is LEAN MANUFACTURING. Lean manufacturing principles allow us to make to order without sacrificing lead times and efficiencies on the plant floor. All customer orders are pulled through our manufacturing facility to meet each unique customer request instead of the traditional batch and high inventory push methodology. Lean manufacturing reduces any obstacles in the direct flow of materials and substantially reduces inventory levels, which are passed on to our customers as savings and value added. This continuous flow concept allows a typical order to flow through our manufacturing facility in a quarter of the time of normal manufacturers.

EXPERIENCE IN PROVIDING HIGH-DENSITY STORAGE SOLUTIONS

We don't simply sell products to our clients – we work with them to invent solutions. We hold nearly 200 patents and have collaborated with the U.S. Marine Corps, public safety departments, and others to create well-designed, reliable, and aesthetically pleasing storage solutions.

We strive to understand the complexities of our clients' space challenges and create complete solutions that integrate optimal workflow, safety, and security within each facility's unique structure. Our network of local distributors provides expertise from the earliest project design phases through product installation and maintenance, and we're committed to the highest standards of customer service.

All system components have been chemically analyzed to assure compatibility with the stored collection, with no off gassing or volatiles present in the finished product.

Spacesaver's commitment to our Core Market and overall quality was confirmed when we were selected and successfully installed the world's largest electrically operated high-density mobile storage system at the United States National Archives located in College Park, Maryland. This installation featured 2,000 plus carriages, 15 miles of recessed rail and over 500 miles of shelves to store our country's most precious documents.

5. Who is your competition in the marketplace?

Other High-Density Storage manufacturers like; Montel, Datum and Aurora

6. What are your overall annual sales for last three (3) years?

2017 - \$83.3m

2018 - \$81.8m

2019 - \$93.4m

7. What are your overall public sector sales, excluding Federal Government, for last three (3) years?



Spacesaver's percentage of sales into the government sector in the past three years has been 34%. We have experienced sales growth in areas of the Government sector specific to Public Safety and Museums.

Spacesaver's percentage of sales into the education sector in the past three years is between 21% and 31%. The Education sector is our largest target market and we are forecasting growth over the next couple of years.

8. What is your strategy to increase market share in the public sector?

Spacesaver is the Industry Leader in High-Density Mobile Shelving Systems. Spacesaver defines our business via our Top Core Markets; Education/Library, Public Safety, Military/Government and Museums. Agriculture is an emerging market for Spacesaver in 2020. We have dedicated Market Sales Managers in place that are committed to maintaining and growing our position in these markets. They work with both the public sector customers and our Distribution partners to educate them on the benefits of our contracts.

Spacesaver exhibits at approximately 20 trade shows per year targeting our Top Core Markets. In addition, our distribution partners exhibit at several state/local shows and conferences.

Our website is a powerful lead generator and it provides an ideal platform to educate prospective clients. We promote our awarded contracts, provide case studies and blog posts featuring public sector projects.

9. What differentiates your company from competitors specifically in the public sector?

Spacesaver is not a one size fits all company. We don't simply sell products to our customers – we work with them to invent solutions. We strive to understand the complexities of our customers space challenges and create custom, unique, and complete solutions with value-add products that integrate optimal workflow, safety, and security within each unique structure.

Spacesaver provides carriages with an integral retaining lip that secures storage housings to the carriages (unique to Spacesaver), choice of three guidance types (other vendors have one type), rail type to match guidance and application (over 12 types), carriage capacities (fitting the requirements of each customer), modes of operation, state of the art safeties – all to provide a customized solution for each customer. In fact, over 60% of our projects include some sort of customized special component.

10. Please provide your company's environmental policy and/or sustainability initiative.

Spacesaver creates products that inspire smarter, more responsible uses of space. But sustainability encompasses more than just creating quality products. It is a commitment to protect and give back to our local and global community through environmentally friendly manufacturing practices and corporate stewardship. At Spacesaver Corporation we respect the environment and strive to preserve the availability of natural resources for future generations.



We don't just create space-saving solutions; we create space to breathe. Please reference Space to Breathe and Commitment to Green.

11. a. & b. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?

Spacesaver is classified as a Large Business. Spacesaver sells all its products through its network of independent small businesses. Included in our distribution network is; three women-owned businesses and two service-disabled businesses. All products and pricing submitted in this proposal will be sold through our Distribution group to Equalis group members as offered.

12. Diversity Vendor Certification Participation

Spacesaver does not hold certification in any of the classified areas.

PRODUCTS/PRICING OFFERED:

13. Please summarize the products and services you are offering.

Spacesaver's full line of Products and Services offered:

Mobile

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

4-Post & Case Type Shelving

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

Art Racks

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

Cantilever Shelving

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

RaptorRAC® Widespan Shelving

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



Freestyle® Personal Storage Lockers

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

Doors & Drawers

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

Cantilever Racks

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

ActivRAC®

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

XTend™ High-bay Shelving

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

ControLOC®

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

Day Use Lockers

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

Viking Museum Storage Cabinets

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

Universal Weapons Rack (UWR®)

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

Firearm Lockers & Cabinets

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

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



SERVICES:

All services provided by our Area Contractors are quoted on a per project basis. As each storage solution is unique, so are the needs of each individual buying entity. Our Area Contractors services include, but not limited to, the following:

- Determine storage needs based on an on-site assessment
- Assist with product selections, pricing, specifications, and color/finish selections
- Provide project management from quote, order submittal, project completion, and training
- Review advantages of using various storage methods
- Discuss industry trends and storage life cycles
- Assist in pre-project budget planning for cost and space comparison
- Begin room plans and determine specific must have features
- Review and coordinate all technical space requirements
- Finalize all installation procedures and scheduling
- Installation of systems by factory trained and certified teams
- Relocation or System upgrade services
- Provide facility management and in-service training
- Assist in installation evaluation and review benefits
- Provide warehouse space at no additional cost for up to thirty (30) days

14. What makes your offering unique from other similar competitors?

Spacesaver has been engineering and manufacturing systems continuously since 1972. Spacesaver's strategic approach is to continuously improve the systems technology to provide the safest and most reliable system on the market today using state of the art components.

Unique to Spacesaver is our ability to provide a turnkey system solution including mobile, shelving, storage, installation, and service. We manufacture all our products out of one factory in Fort Atkinson, Wisconsin for better quality and on-time deliveries.

Spacesaver's High Density Mobile Systems and Storage solutions are made to order to meet each customer's unique storage space. Our accessories and options enhance any project. Our standard offerings include a wide range of sizes, colors and safety features.

15. Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?

Yes

16. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?

Yes



17. Define your standard terms of payment

Net 30

PERFORMANCE CAPABILITIES:

18. States Covered - Respondent must indicate any and all states where products and services are being offered.

All 50 States & District of Columbia and All U.S. Territories & Outlying Areas. Spacesaver is not limited to any geographical area.

19. List the number and location of offices, or service centers for all states being proposed in solicitation.

Spacesaver sells all its products through its network of 45 independent small businesses (Spacesaver Area Contractors and Distributors) throughout the United States, Canada and international locations; including Australia & Malaysia, Middle East (Dubai), Mexico, Hong Kong, United Kingdom and the Caribbean.

Our contracted U.S. distributors are located throughout the United States and cover every geographic area with over 84 offices with staffs that provide customized storage solution consultations and installation and service to existing and new customers. Both the Salespeople and the service personnel employed by these exclusive distributors are factory-trained and certified at Spacesaver, through both onsite and online training. There are over 400 storage consultants employed by our area contractors and distributors, and all are experts in the sales of Spacesaver products and services to potential customers in every market: education, library, government, public safety, museums, healthcare, industrial and business organizations.

Please find the Area Contractor and Distributor listing on the following page.



U.S. Area Contractor	Region	State(s) in PAR
Associated Office Systems	Western	LA, MS
Axiom, Inc.	Eastern	MI, WI
Bradford Systems Corporation	Eastern	IL, IN, MO
Diversified Storage Solutions, Inc.	Eastern	DE, NJ, PA, WV
Donnegan Systems, Inc.	Eastern	CT, MA, ME, NH, RI, VT, NY
Duet Resource Group, Inc.	Eastern	MI, WI
Henderson Johnson Co., Inc.	Eastern	NY, PA
Interior Solutions (formerly Concert AI)	Western	AZ
Gatehouse MSI LLC, dba McMurray Stern	Western	Los Angeles, CA
Mid-America Business Systems	Eastern	MN, ND, SD, WI
Midwest Storage Solutions, Inc.	Western	IA, NE
Modern Office Systems, Inc.	Eastern	NJ, NY
Motus Space Solutions	Western	CO, NM, TX, WY
Patterson Pope	Eastern	NC, SC, VA, WV, AL, GA, IN, OH, KY, TN, FL
Southwest Solutions Group, Inc.	Western	AR, KS, MO, MS, OK, TN, TX, AK, ID, MT, WA
Spacesaver Intermountain, LLC	Western	ID, UT, WY, San Diego, CA, NV
Spacesaver Specialists, Inc.	Western	OR, WA
Spacesaver Storage Solutions, LLC	Eastern	VA, WV
Spacesaver Systems, Inc. (MD)	Eastern	DC, MD, VA, WV
STORAGELogic of Maryland, Inc.	Eastern	MD
Systems & Space, Inc.	Western	Central and Northern CA
The Casper Corporation	Central	MI
The Systemcenter, Inc.	Western	HI, Pacific Rim

Canada Distributor	Region	Province
Ergo Office	Canada	Saulte Ste Marie, Ontario
Fawcett File & Storage Systems, Inc.	Canada	Ottawa, Ontario
HBI Office Plus	Canada	Regina, Saskatchewan
Heritage Business Interiors, Inc.	Canada	Calgary, Alberta
Hi-Cube Storage Products	Canada	British Columbia
Kanstor	Canada	Newfoundland
Les Solutions Spacesaver, Inc.	Canada	Montreal, Quebec
Shannon's Storage Solutions	Canada	Manitoba
Spacesaver Solutions, Inc.	Canada	Toronto, Ontario/Winnipeg
Spacesaver Systems Maritime	Canada	Novia Scotia
Storage Solutions of Alberta	Canada	Edmonton, Alberta

Mexico Distributor	Region	Country
España Dinamika, S.A. de C.V.	Mexico	Mexico
Planeacion Ambientacion y Proyectos S.A. de C.V.	Mexico	Mexico

International Distributor	Region	Country
Apex Projects UK LTD	Intl.	United Kingdom & Europe
Dexion Pty Ltd.	Intl.	Australia
Dexion - Asia SDN BHD	Intl.	Asia/Middle East
Diversified Services Bermuda Ltd.	Intl.	Bermuda
Girard International, Inc.	Intl.	Puerto Rico
Kirk Office Equipment, Ltd.	Intl.	Cayman Islands
LOC8 FZ, LLC.	Intl.	Dubai
Shine Success, Ltd.	Intl.	Hong Kong
Western Scientific	Intl.	Trinidad & Tobago (West Indies)

20. Distribution Channel: Which best describes your company's position in the distribution channel:

Manufacturer marketing through reseller

21. Provide relevant information regarding your ordering process including your ability for purchasing group members to verify they are receiving contract pricing.



Spacesaver mobile systems are a customized solution with numerous options for size, laminate and paint finish. We did not list a SKU # for every option in our price list.

Spacesaver's products are engineered-to-order based on the specific needs of the Member, this includes their storage requirements, space availability and limitations. As a result, a Spacesaver "product" is comprised of a multitude of line items. The line items are combined to develop the "product", and, in turn, the contract discount is applied. Within each product category a list price volume tier structure discount is applied to the commercial price list in effect at that time. Our distributor can provide each member a detailed quote by line item to ensure the Member that they are getting the correct discount based on the proposed solution.

Spacesaver's Authorized Distributors will respond to all Participating Agency requests for quotations, per the terms of the contract. Spacesaver implemented a Configuration software which our distribution partners utilize to submit manufacturing orders. This Configuration software allows Spacesaver the ability to upload per-contract pricing and discounts to ensure that members are receiving the proper pricing per the terms of the contract. Through this software, our distributors have the ability to provide each member a detailed quote per the contract terms. The distributor will handle all purchase orders and invoicing issued by the agency.

Spacesaver also utilizes Salesforce.com as our contract communication tool. It allows us to store all the pricing, discounts and terms of each specific contract. It is another method we utilize to ensure proper pricing is used with each member project.

22. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

Spacesaver launched dedicated Customer Service, Sales Support, and Field Service departments in February 2015 at the same time we implemented Salesforce.com as our CRM to ensure visibility and timely follow up on customer inquiries. These departments support our distribution partners and decrease time to acknowledgement of all complete orders. Having these departments in place ensures prompt and efficient communication to our distribution network with a response-time goal of 24 hours or less which, in turn, will allow our distributors to continually meet the delivery needs of the Equalis Participating Agencies in an efficient and effective manner.

Each of our distribution partners offer a complete customer service package – beginning with free space and storage needs assessment, propose product solutions tailored to meet the specific need of the member with drawings and quotations, sales, delivery, installation, warranty, and ongoing service maintenance to each Equalis Agency. In addition, they provide onsite training to agency personnel on product usage. Local sales and services are available if additional equipment is needed or if existing equipment would need service or modification.

23. Provide your safety record, safety rating, EMR and worker's compensation rate where available



Experience Modification Rating (Mod Rate)

2019 – .79
2018 – .78
2017 – .69

Safety Record

2019 - 18
2018 – 9
2017 – 12

Safety Incident Rate

2019 – 4.08
2018 – 2.0
2017 – 3.69

24. Describe the capacity of your company to report monthly sales through this agreement.

Spacesaver Authorized Distributor will submit an order for manufacturing to Spacesaver with the Contract and identified agency. Spacesaver then validates the agency and our system allows us to pull each order with contract pricing in order to report sales appropriately to Equalis Group.

We capture a contract sale by an internally/externally applied contract number and member number, and after shipment, can pull the information required from our ERP System to process administrative fees due and monthly contract reporting to our contract partner.

25. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

Spacesaver has implemented Business Intelligence (BI) software that automatically tracks and reports sales by contract, by member, by market, by product and by our distributor partners. Installation is provided by our Authorized Distributor that is local to each member, therefore, our distributors would be required to provide time and attendance reports, as needed.

QUALIFICATION AND EXPERIENCE:

26. Please provide contact information and resumes for the person(s) who will be responsible for the following areas.



Executive Contact

Steven G Anderson
Vice President of Finance
Spacesaver Corporation
1450 Janesville Avenue
Fort Atkinson, WI 53538
920-563-0650

sganderson@spacesaver.com

9 years at Spacesaver, 5 years outside experience as Senior Financial Analyst and 3 years as Senior Accountant at Virchow Krause, BBA from University of Wisconsin – Whitewater, MPA (Master of Professional Accounting) from UW – Whitewater, CPA (Certified Public Accountant) and PMP (Project Management Professional) certifications.

Account Manager/Sales Lead

Tammy Lee
Director of Sales Operations
Spacesaver Corporation
1450 Janesville Avenue
Fort Atkinson, WI 53538
920-563-0771

tlee@spacesaver.com

12 years at Spacesaver, has held various Manager roles such as Customer Service Manager and Contracts Manager. 5 years outside experience as Contracts Administrator. Experienced in Sales Operations and in all contract types from Federal, State and local, cooperatives, etc.

Reporting

Stephanie Soleska
Contracts Administrator
Spacesaver Corporation
1450 Janesville Avenue
Fort Atkinson, WI 53538
920-563-0591

contracts@spacesaver.com

27 years at Spacesaver, the last three years in a Contract Administrator role. Experienced in providing contract reporting and administrative fees per the terms of each individual contract.

Marketing

Laurel Harrison
Vice President of Sales and Marketing
Spacesaver Corporation
1450 Janesville Avenue
Fort Atkinson, WI 53538
920-563-0717

lharrison@spacesaver.com



11 years at Spacesaver, 25 years of outside experience in executive roles in the construction industry, BS Industrial Engineering from Marquette University, MBA from San Diego State University, Finance for Senior Executives Program at Harvard Business School.

27. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities.

Rutherford Courthouse
Jerry Preston
Murfreesboro, TN
615-788-3824
High-Density Mobile Storage Systems

University of Iowa School of Music
Kristine Kluseman
Iowa City, IA
319-335-3636
High-Density Mobile Storage Systems

DeKalb Public Library
Dee Coover (retired)
Library Director
DeKalb, IL
815-756-9568
Shelving and End Panels

28. List all cooperative and/or government group purchasing organizations of which your company is currently a member.

Sourcewell, 010920-SPC, Expires 3/25/2024
Omnia Partners, P15-150-DT, Expires 3/31/2021
Vizient, CE2908, Expires 2/28/2021
Premier, PP-MM-639, expires 6/30/2021

29. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

Spacesaver holds cooperative purchasing agreements with groups such as OMNIA Partners, Sourcewell, Vizient and Premier. We have been an awarded vendor for these partners between 4 – 15 years. Spacesaver also holds up to 30 state/local government and University contracts. Annual sales per GPO and State contracts vary from \$20k - \$3m.



30. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

See Appendix C: CERTIFICATES

31. If your company is offering installation services as part of your response to this RFP, provide your companies policies for background checks and fingerprinting for any employees who may enter customer grounds, or for fulfilling those requirements should a customer require it.

Spacesaver's Independent Dealer network has over 250 factory-trained and certified service and installation professionals employed throughout the United States, Canada, Australia and the Middle East. At least 80% of their time and attention is focused on the installation and servicing of product at the member's or customer's location.

Spacesaver has four direct, full-time installation personnel that travel worldwide as needed to install or service equipment. Additionally, Spacesaver has four direct, full-time service personnel that are dedicated to installation, service training, technical support and parts service that also travel as needed to provide on-site support.

Spacesaver and our Authorized Distributors will provide background checks and fingerprinting for any employee who may enter a customer grounds, should the customer require it.

32. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Spacesaver has not been involved in any litigation, bankruptcy, or reorganization.

33. Felony Conviction Notice

Is not owned or operated by anyone who has been convicted of a felony.

VALUE ADD:

34. Detail how your organization plans to market this contract within the first 90 days of the award date.

Spacesaver regularly promotes our awarded contract partnerships in its overall marketing strategy. We anticipate focusing our efforts to promote an awarded contract in the following ways:



- We agree to create and distribute a co-branded press release to trade publications within the first ten business days of award via email and/or internet.
 - We agree to announce and include contract details in our contracts section on our website within the first thirty days.
 - We agree to design, publish, and distribute co-branded marketing materials within the first ninety days.
 - We agree to consider attending national and regional trade shows with Equalis Group. We will encourage our national distribution team members to attend regional Equalis Group trade shows, meetings, and conferences.
 - We agree to promote the Master Agreement throughout the term of the contract through case studies, collateral, and presentations.
 - We agree to provide our sales team with variety of co-branded marketing material to help them understand the features and benefits of the contract and how to guide a member on how to utilize the contract.
 - Utilize our dedicated Market Managers focused in our Core Markets to work with our Distribution partners to educate them on the benefits of the contract.
 - We will publicize and promote awarded contracts (as authorized) via our social media and news outlets.
35. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
- Spacesaver agrees to provide its company logo to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
36. Provide the agency spend that your organization anticipates each year for the first three (3) years of this agreement.
- Since this is a non-mandatory, non-exclusive contract for Equalis Group members, we cannot forecast agency spend. In addition, members have to utilize the contract that best fits their specific procurement policies, some of these options could be mandatory contracts, preferred contracts, etc.
37. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.



High Density Mobile, Shelving and Storage Solutions by Spacesaver are a customized solution to meet the specific customer's need. No two solutions are the same. Our custom solutions require assembly and installation of hundreds of parts by a highly skilled, factory trained and certified installer or the warranty covering the system is void. Spacesaver is proposing that installation be quoted by project to provide the best value, lowest cost to each buying entity based on the size and scope of their specific project.

Spacesaver's Authorized Distributors would provide a quote for installation, inside delivery, and any other additional costs associated to the project direct to the member.

The Spacesaver distribution partner will provide each member with a freight and inside delivery quote per project based on the size and scope of the member's specific project. This will provide the best value, lowest cost to each member. Shipping and delivery method will be agreed upon between the distributor and member prior to member purchase.



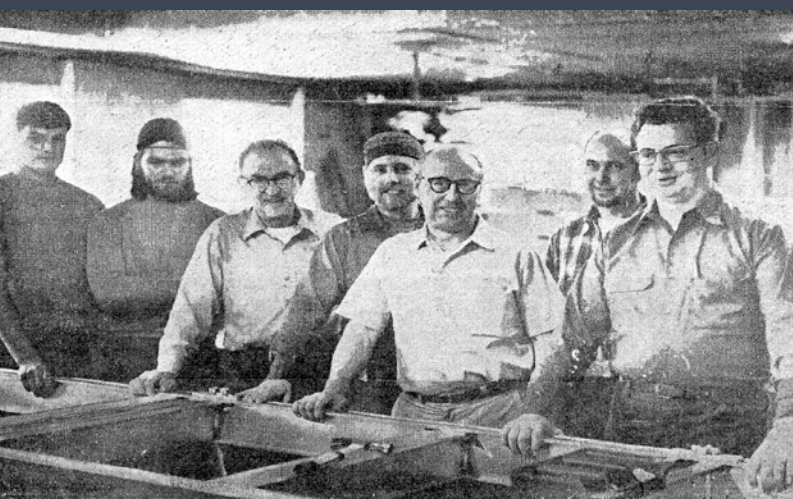


PRODUCT OVERVIEW



S t o r a g e S o l v e d®

We are innovators. We are problem solvers. We are solution providers.
We provide storage solutions every day, and we have done so for over forty years.





Spacesaver was founded in 1972 by Theodore W. Batterman in the small town of Fort Atkinson, Wisconsin. Ted's mission was to help organizations maximize space, save energy, and increase productivity, and he realized that high-density mobile storage could accomplish all three goals at once. Working out of a barn with only seven employees, he spearheaded the development of high-density mobile storage and shelving for the United States.

Spacesaver's client base has expanded dramatically since those early days, and today we've completed more than 300,000 installations in the U.S. and around the world. Our clients include a wide variety of organizations, from manufacturers to military bases to museums. In 1998 Spacesaver became part of KI, an employee-owned global company headquartered in Green Bay, Wisconsin, that was founded in 1941.

Our team of in-house engineers, project managers, and skilled manufacturers work with our extensive network of authorized distributors to provide our clients with well-designed, reliable, and aesthetically pleasing storage solutions. We look forward to working with you.

SPACESAVER. STORAGE SOLVED.



WE ARE PROBLEM SOLVERS.

Spacesaver is committed to creating storage systems that save space, increase productivity, and decrease energy consumption. Our founder spearheaded the development of compact mobile storage in the United States, and our products are still engineered and manufactured in Wisconsin, USA.

WE ARE INNOVATORS.

We don't simply sell products to our clients—we work with them to invent solutions. We hold nearly 200 patents and have collaborated with the U.S. Marine Corps, public safety departments, and others to create new products that have gone on to become standards in their respective industries.

WE ARE SOLUTION PROVIDERS.

We strive to understand the complexities of our clients' space challenges and create complete solutions that integrate optimal workflow, safety, and security within each facility's unique structure. Our network of local distributors provides expertise from the earliest project design phases through product installation and maintenance, and we're committed to the highest standards of customer service.

STORAGE SOLVED.

ON THE MOVE.

Compact storage systems free up space for increased productivity, improved organization, and enhanced appearance. Reclaim wasted space—and reimagine the possibilities—by consolidating and compacting stored items in mobile storage systems.





Glacier Fish Company | Seattle, WA
Mechanical-Assist Mobile Storage System
4-Post Shelving

► SHELVES THAT SOAR

Designed as a LEED® Silver building, the Zhang Legacy Collections Center uses 32' high-bay shelving units to consolidate collections that had previously been stored in various areas around the Western Michigan University campus. High-bay shelving provides convenient access for patrons while reducing operational costs, maintaining environmental controls, and freeing up space for other uses.



Western Michigan University | Kalamazoo, MI
XTend Mobile High-Bay
High-Bay Shelving

▼ 16,000 LBS. ON THE MOVE

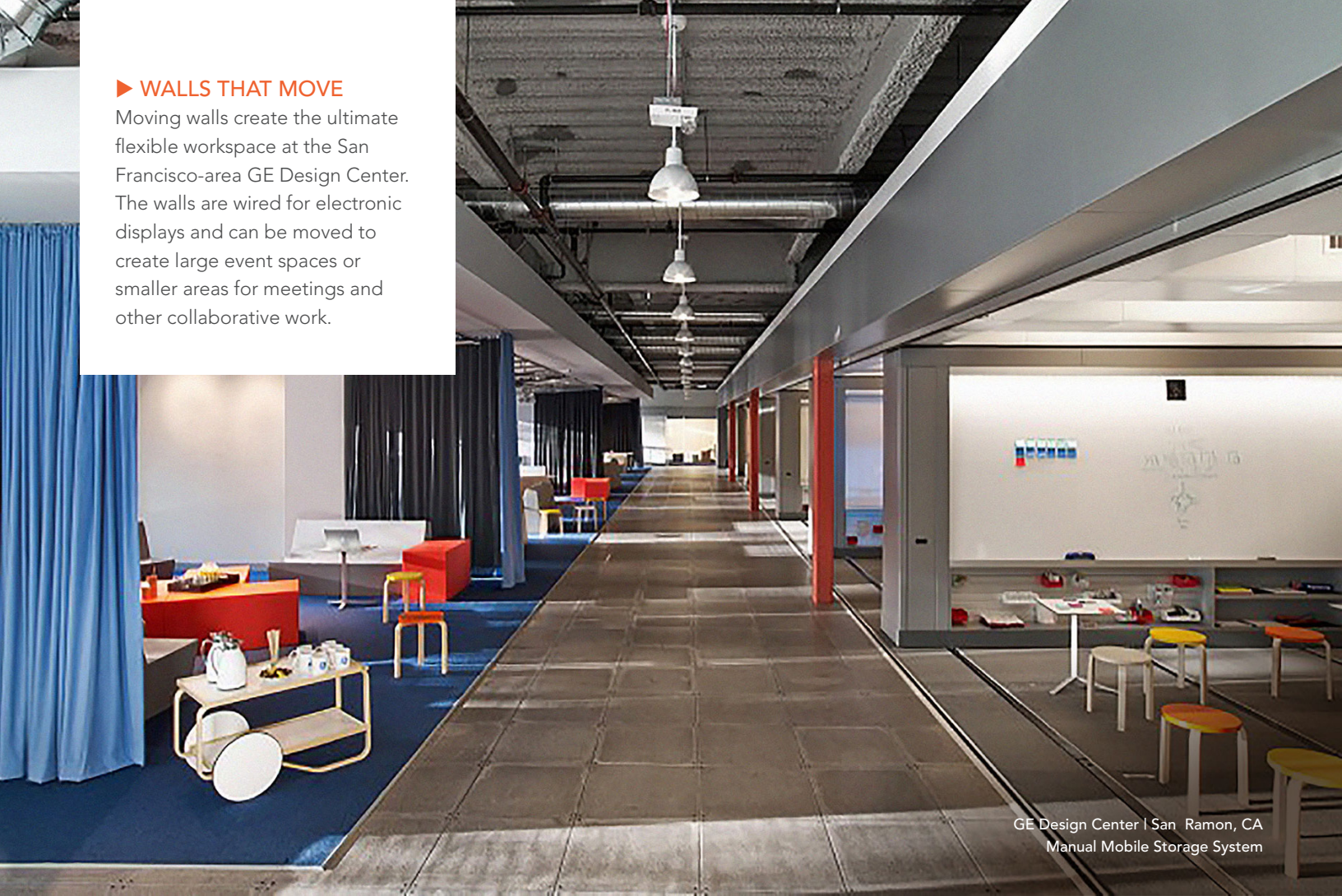
Engineered with seismic protection in mind, the Naval Undersea Museum in Keyport, Washington, uses heavy-duty mobile shelving to store massive torpedo artifacts. Some of these artifacts weigh upwards of 6,000 lbs. each.



Naval Undersea Museum | Keyport, WA
ActivRAC 16P Mobilized Storage
Powered Control, Cantilever Racking

► WALLS THAT MOVE

Moving walls create the ultimate flexible workspace at the San Francisco-area GE Design Center. The walls are wired for electronic displays and can be moved to create large event spaces or smaller areas for meetings and other collaborative work.



GE Design Center | San Ramon, CA
Manual Mobile Storage System



Canadian War Museum | Ottawa, ON
Mobile Art Rack

► SHELVES THAT BREATHE

Perforated shelving and end panels at a state university's law library allow air to circulate not only along the aisles but also through the shelves and the books themselves, helping maintain optimal conditions for preservation.

▼ SIDE BY SIDE

Mobile lateral shelving provides convenient access to electronic media at the Salt Lake City Public Safety Building. The shelving units move on rails from side to side, allowing staff to store more materials in less space while still permitting quick retrieval.



Law Library at a State University
Powered Mobile Storage System
Perforated Metal End Panels
Cantilever Shelving



Salt Lake City Public Safety Building | Salt Lake City, UT
Mechanical-Assist Mobile Storage System
Universal™ Weapons Rack (UWR®) Storage System



U.S. Marine Corps Base
Universal Weapons Rack (UWR®)
Powered Mobile Storage System



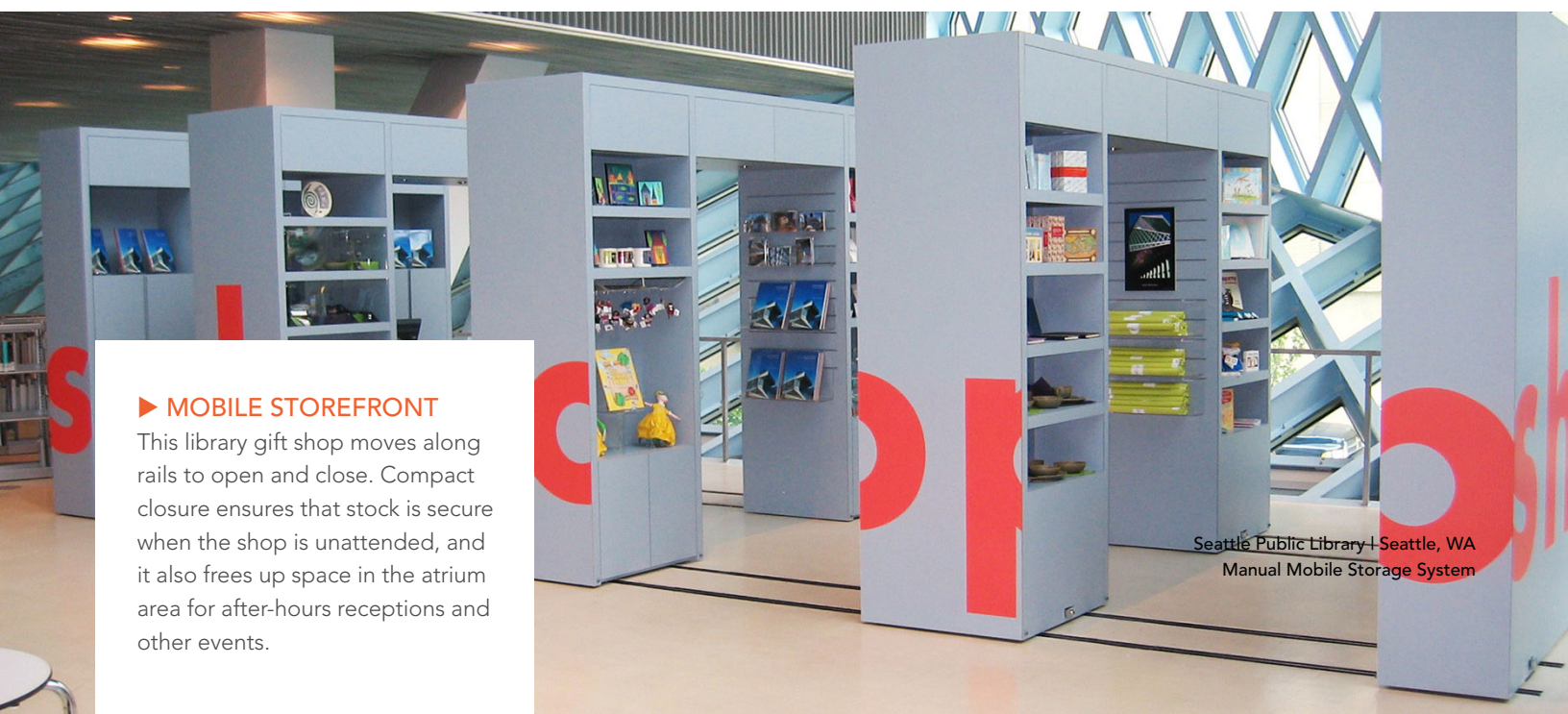
University of Notre Dame | Notre Dame, IN
Mechanical-Assist Mobile Storage System
4-Post Shelving with Drawers

► NEW TECHNOLOGY

Intuitive touch screen technology at Salve Regina University library allows students to easily open aisles and access the reference materials they need.



Salve Regina University | Newport, RI
Powered Mobile Storage System with Touch Technology Control
Cantilever Shelving



► MOBILE STOREFRONT

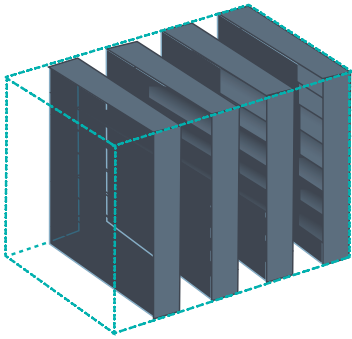
This library gift shop moves along rails to open and close. Compact closure ensures that stock is secure when the shop is unattended, and it also frees up space in the atrium area for after-hours receptions and other events.

Seattle Public Library | Seattle, WA
Manual Mobile Storage System

▶ WHAT IS HIGH-DENSITY MOBILE SHELVING?

High-density mobile shelving concept allows our clients to store the same volume of items in a fraction of the space, allowing more room for storage or other uses.

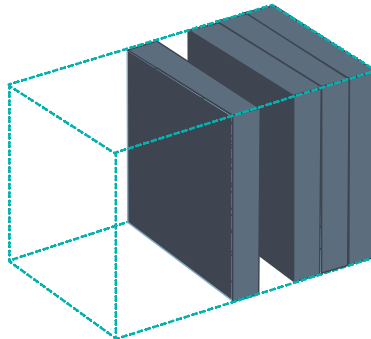
In traditional shelving systems, a stationary shelving unit is followed by an aisle, followed by another unit, another aisle, and so on. High-density mobile shelving takes existing stationary shelves and places them on mobile carriages, eliminating wasted space and allowing aisles to be opened at the point of need.



TRADITIONAL SHELVING

WASTES SPACE.

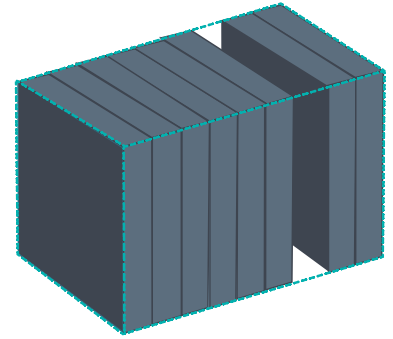
With traditional static shelving, a large percentage of floor space is **wasted in aisles.**



MOBILE SHELVING

INCREASES SPACE.

Mobile shelving delivers the same capacity as static shelving in **less floor space.**



MOBILE SHELVING

INCREASES CAPACITY.

Mobile Shelving allows you to **increase the storage capacity** of your existing floor space.

▶ MOBILE STORAGE



STANDARD

Our most popular high-density mobile system is available in all modes of operation (manual, mechanical-assist, and electronic control). Welded steel carriage construction and safety features ensure safe, reliable operation.



LOW-PROFILE

The Wheelhouse® modular mobile storage system creates a cost-effective, low-profile system for compact storage. This system can be relocated, making it perfect for businesses that are anticipating expansions and moves.



HEAVY-DUTY

ActivRAC® mobilized storage system stores large and heavy items without facility expansion or renovation. Depending on the model, these heavy-duty systems can hold up to 7,000 to 30,000 pounds per carriage.

► MOBILE STORAGE



MOBILE HIGH-BAY

XTend® mobile high-bay storage systems store materials from floor to ceiling and are typically used in warehouses. These systems can be several stories tall, requiring the use of a lift to access stored items.



ART RACKS

Art racks on rails allow two-dimensional artwork to be stored safely and compactly. Available in a variety of options, our art racks offer smooth, sturdy operation and can fit in virtually any space.



MOBILE LATERALS

Mobile lateral systems maximize storage capacity by placing one or two rows of sliding shelves in front of stationary shelving. The front shelves move from side to side, allowing more items to be stored in the same space.



SUSPENDED SHELVING

LEVPRO compacts shelves by suspending shelving on an overhead trolley system. The system is budget-friendly, easy to assemble with basic tools, and won't disturb existing floors or walls.

THE PERFECT PLATFORM

Selecting shelving is about more than choosing sizes and colors—it's about finding the perfect home for important items. Our shelving holds some of the world's most interesting objects, from rare books to surgical supplies to kegs of craft beer. Our shelving is manufactured in the USA and contains heavy-duty recycled steel, so our clients' storage solutions are always sturdy and sustainable.





Dartmouth University | Hanover, NH
Cantilever Shelving System



California Academy of Sciences | San Francisco, CA
4-Post Shelving with Bin Fronts
Full-Height Flush Handle, Solid Panel Doors

▲ PROTECTING SPECIMENS

Bin fronts, or "earthquake bars," finish the front edges of the open upper shelves in these 4-post shelving units to prevent spillage or breakage in the event of an earthquake. The shelves are perforated to allow liquid from accidental spills to flow through the shelving and onto the floor, where the liquid can be drained out of the room.



Anacostia Public Library | Washington, DC
Cantilever Shelving with Periodical Display Shelving
Acrylic End Panels
Lighting

► STREAMLINING WORKFLOW

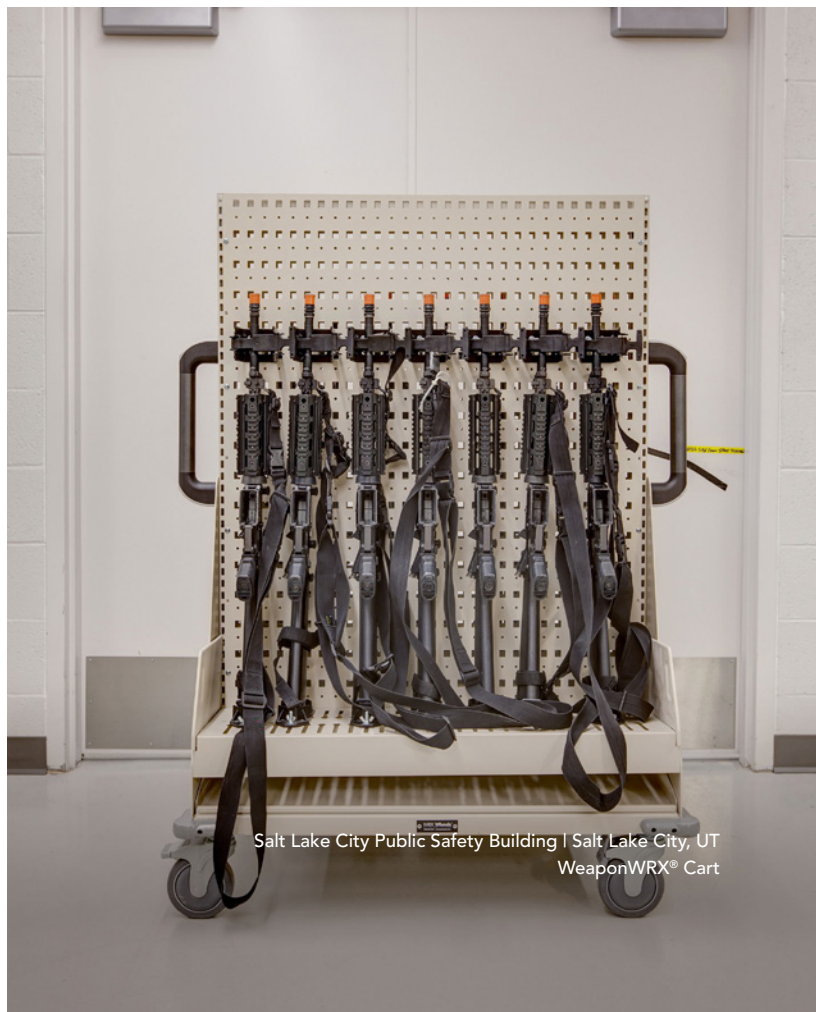
Modular bin shelving systems help improve efficiency and streamline workflow. These systems are popular in supply rooms, pharmacies, IT departments, and other settings that require compact storage for small items.



Peterborough Regional Health Centre | Peterborough, ON
FrameWRX® Storage System
EZ Rail with Bins



California Academy of Sciences | San Francisco, CA
Wide-span Shelving
Wire Racking



Salt Lake City Public Safety Building | Salt Lake City, UT
WeaponWRX® Cart

► STERILE STORAGE

In an effort to provide patients with state-of-the-art procedure rooms that accommodate new, high-tech medical equipment, staff at this hospital removed supply storage from the procedure rooms and relocated the items to a central supply room. Sterile wire shelving now houses surgical kits and instruments in a convenient location.



Sterile Supply Storage
7P ActivRAC® Mobile Storage System
4-Post Shelving with Stainless Steel Wire Shelving



Cambridge Community Library | Cambridge, WI
A-Frame Cantilever Cart
Wood End Panels



University of Wisconsin-Madison Libraries | Madison, WI
XTend® Mobile High-Bay Storage System
High-Bay Shelving

► CONFIGURABILITY

Originally designed to secure weapons, WeaponWRX steel pegboard is now used in a wide variety of applications. Whether it's storing evidence in a forensics facility, crutches in a sports medicine clinic, or lawn care implements at a municipal parks department, WeaponWRX backing provides sturdy, fully configurable support.



Illinois Metro East Forensics Science Lab | Bellevue, IL
WeaponWRX® Storage System
Powered Eclipse® High-Density Mobile Storage



Washington State University | Pullman, WA
Mechanical-Assist Compact Mobile Storage System
Dividers and Bin Fronts for Player Specific Cubbies

► SHELVING



4-POST & CASE-TYPE SHELVING

Designed to adapt to stationary and mobile storage applications, 4-post and case-type shelving offers versatile and cost-effective storage solutions. This shelving becomes even more versatile and secure when fitted with doors that latch and/or lock.



CANTILEVER

Cantilever shelving and display systems are ideal for academic, corporate, public, and legal libraries, as well as museums and general office spaces. Our cantilever shelving is designed to adapt to both stationary and mobile storage applications.



WIDE-SPAN

RaptorRAC™ widespan shelving provides a wide platform for storing large and bulky items. Whether it's storing parachutes on a military base, stock in a warehouse, or evidence in a police station, RaptorRAC offers sturdy support and convenient access.



MODULAR SHELVING

Highly customizable and easily relocated, the FrameWRX® storage system adapts to changing needs. Options such as WRX Wheels® transport system, FrameWRX® HD (high-density) storage system, and EZ Rail® element offer unlimited storage possibilities.



MODULAR WEAPON SHELVING

WeaponWRX® storage system provides secure weapons storage, even during transport. Rugged, modular steel frames can be configured to fit into any space and outfitted with a combination of specialized accessories.



HIGH-BAY

Static high-bay shelving is built for stable storage of book trays, archival boxes, and other materials. These systems can reach more than four stories tall, so a lift is required to access stored items on upper levels.



WIRE SHELVING

The open design of wire shelving minimizes dust accumulation and permits better air circulation, greater visibility of stored items, and maximum light penetration.

▼ A VIEW FROM ABOVE

Translucent acrylic top and end panels eliminate visual barriers, adding to the open and expansive feeling at the Seattle Central Library.



Seattle Central Library | Seattle, WA
Cantilever Shelving
Periodical Display
Acrylic Top & End Panels
Custom Lighting

A PLACE FOR EVERYTHING.

Many of Spacesaver's unique and innovative storage solutions are the direct result of a challenge faced by a client—challenges such as needing more space, requiring increased security, or wanting improved efficiency. Our engineering team routinely collaborates with a wide variety of clients to create storage solutions that meet and exceed expectations.



► GEAR ACCOUNTABILITY

Our heavy-duty steel gear lockers keep equipment accessible yet secure, and we offer a variety of sizes and configurations to meet any requirement. The gear lockers at Fort Carson were the key to winning a Supply Excellence Award for outstanding organization, supply accountability, and security.



Fort Carson | Fort Carson, CO
FreeStyle® Gear Bag Lockers
Diamond Perforated Doors
Hasp Lock



Parachute Storage by Spacesaver

► **READY AND SECURE**

Camp Lejeune, a 246-acre military training facility, needed to organize weapons and gear in the most efficient manner possible. Universal Weapons Racks offered soldiers convenience and configurability, with a variety of accessories allowing optics to be securely stored on weapons during transport.



Marine Corps Base Camp Lejeune | Jacksonville, NC
Universal Weapons Rack (UWR®)
Storing M2s with Barrels



Central Marin Police Department | Larkspur, CA
Pass-Thru Evidence Locker
Small Refrigerated Evidence Locker



Central Marin Police Department | Larkspur, CA
Sally Port Gun Locker



Margaret and Angus Wurtele Study Center
Yale University | New Haven, CT
Museum Cabinets with Glass Doors

► BOOSTING MORALE

The team tasked with designing the new Skokie Police Department headquarters had one overarching goal: to create a more positive work environment for police officers. With that goal in mind, the design team chose to outfit the officers' locker rooms with configurable personal lockers that included a range of features, from durable benches to modular electrical components. The resulting locker rooms serve as an oasis of comfort and security before and after hectic shifts.



Skokie Police Department | Skokie, IL
FreeStyle® Personal Storage Lockers
Combination Lock

► CUSTOM LOCKERS

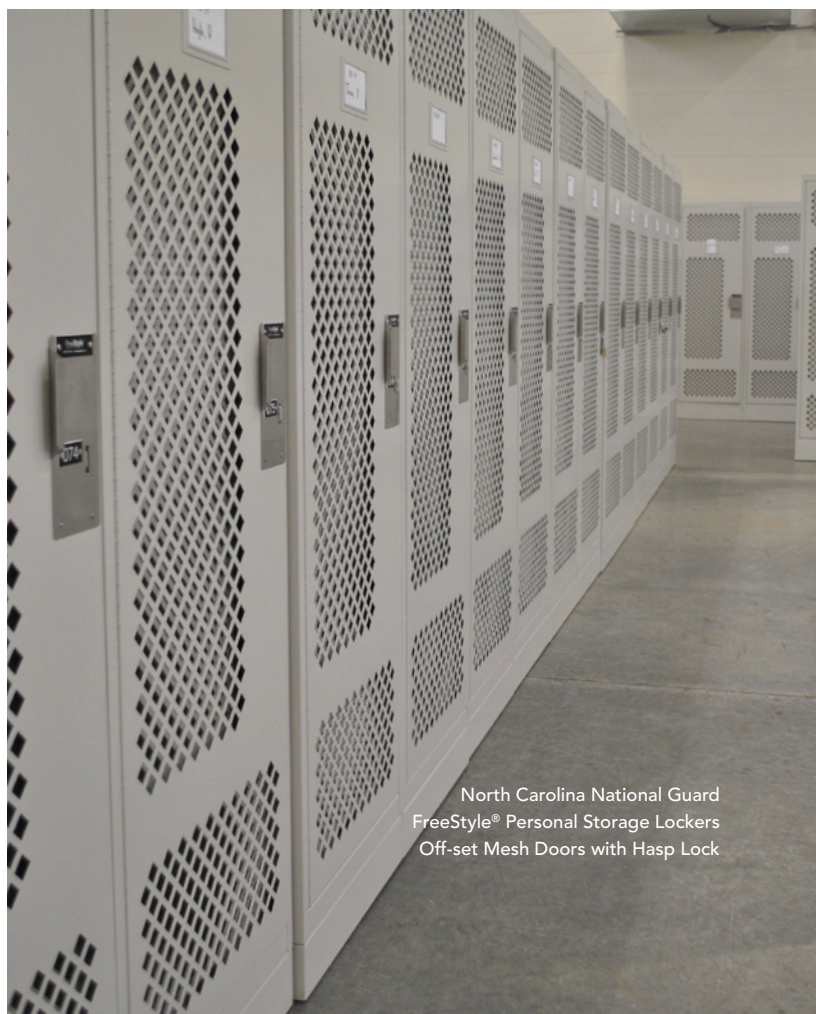
Our in-house engineering team can create solutions for virtually any need. These lockers were custom designed to provide convenient storage for the University of Wisconsin-Whitewater's wheelchair basketball teams.



University of Wisconsin-Whitewater | Whitewater, WI
FreeStyle® Personal Storage Lockers



Fort Stewart | Fort Stewart, GA
Universal™ Weapons Rack (UWR®)
Powered Eclipse® High-Density Mobile Shelving



North Carolina National Guard
FreeStyle® Personal Storage Lockers
Off-set Mesh Doors with Hasp Lock

► STORAGE



PERSONAL STORAGE LOCKER

FreeStyle® personal storage lockers allow personnel to easily store all their gear—including equipment, uniforms, and electronics—and reconfigure accessories as needed. Optional louvers and drying drawers facilitate proper ventilation.



EVIDENCE LOCKER

With pass-thru and non-pass-thru options, our keyless evidence lockers offer a wide range of features and configurations to provide a secure chain of custody for short-term evidence storage.



GUN LOCKERS

Available in floor- or wall-mounted options, secure gun lockers provide safe and secure temporary handgun storage for sally ports, interview rooms, and common areas.



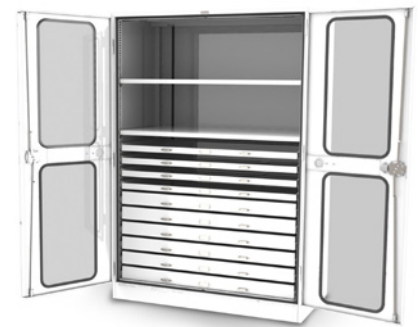
WEAPONS RACKS

Versatile and flexible, the Universal Weapons Rack ensures secure weapons storage and transport. When fitted with UWR® storage system accessories, weapons are further protected from vibration, shock, and abrasion, and most optics and accessories can remain assembled and zeroed to weapons while in storage.



WELDED CABINETS

Our welded cabinets provide security, protection, and organization for a variety of storage applications. Built around 4-post uprights, these cabinets provide the same shelving configurability and compatibility with UWR® accessories as our open shelving units.



MUSEUM CABINETS

Museum storage cabinets are tailored to meet specific storage requirements with optional locking glass doors, drawer systems and other custom features. Cabinets can be stationary or mounted on mobile carriages to make even more efficient use of available space.



ACTIVESTOR

The ActiveStor® file management system offers classic lateral file cabinets, bookcases, large storage cabinets, and under-desk storage pedestals.



UNIVERSAL CONTAINER

Designed with input from parariggers around the world, the Universal storage container is a durable and user-friendly product for optimally storing first responder products. Store the Universal storage container on Spacesaver's ActivRAC® mobilized storage system for the ultimate in convenience and storage density.



READINESS LOCKER

The modular design of the Tactical Readiness Locker (TRL™ storage system) provides flexible gear storage for a variety of requirements. Lockers are available in a broad selection of sizes and configurations, and modular accessories complete the fully customizable interior.



WEAPONS STORAGE SYSTEM

The Universal Expeditionary™ Weapons Storage System (UWESS) is the first custom integrated container that is capable of storing and shipping modern small arms, crew serve weapons, associated collateral gear, and repair parts in a most secure fashion within a (Type 1) TriCON.

CONSIDER YOUR OPTIONS.

Our accessories and options enhance any project. Our standard offerings include a wide range of sizes, colors, safety features, and other options, so be sure to contact your local authorized distributor to learn about all the possibilities. We also collaborate with architects and designers to engineer and manufacture custom solutions. For additional information about our products and services, please consult your local distributor or visit www.spacesaver.com





St. Louis Public Library | St. Louis, MO
Cantilever Shelving
Back-lit Glass End Panels



Spacesaver and its extensive network of authorized distributors is committed to providing excellent customer service to all our clients at all times, from project design and product installation to ongoing maintenance long after the sale. We pledge to treat our clients fairly and respectfully, to design and manufacture the highest quality storage systems on the market, and to complete projects on time and on budget.

STORAGE SOLVED.

CONNECT WITH YOUR LOCAL DISTRIBUTOR

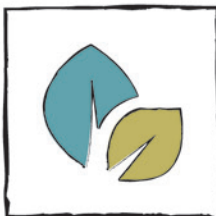
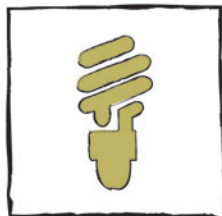
Spacesaver's extensive network of local distributors employs design consultants, sales specialists, and service technicians who are ready to help design, install, and maintain any project, no matter its size or scope. Our distributors often act as liaisons between our clients and their architects and interior designers, providing assistance regarding floor loading, architectural constraints, building codes, and a wide range of other concerns.

From complimentary space assessments, to project design and coordination, to product installation and ongoing service, our storage experts pride themselves on exemplary customer service. We have the expertise to successfully complete any project and we encourage you to contact us with your questions and ideas.

Call us at 800.492.3434 or visit us at www.spacesaver.com.



Space to BREATHE



Spacesaver's Commitment to Sustainability

A decorative graphic consisting of a grid of colored squares in shades of brown, green, and blue, arranged in a stepped pattern on the left side of the page.

Space to BREATHE

Spacesaver creates products that inspire smarter, more responsible uses of space. But sustainability encompasses more than just creating quality products. It is a commitment to protect and give back to our local and global community through environmentally friendly manufacturing practices and corporate stewardship. At Spacesaver Corporation we respect the environment and strive to preserve the availability of natural resources for future generations. We don't just create space-saving solutions; we create space to breathe.



SPACESAVER PRODUCTS INSPIRE sustainable design:

Spacesaver's commitment to sustainable product design began with the foundation of our business in 1972 by Theodore W. Batterman. Increases in land, building and energy costs, coupled with productivity decline, enabled him to create a new industry, high-density mobile storage. These factors are even more prevalent today.

High-density storage creates more capacity in a smaller footprint, alleviating some of the burden placed on interior space allocations. Alternatively, the use of mobilized storage can reduce the size of the building footprint resulting in savings on construction, material, and operational costs, while preserving the surrounding natural landscape.

Over the last 40 years, we have continued to produce storage and shelving solutions designed, engineered, and manufactured to save space. As our product line has evolved and our presence expanded, so has our commitment to sustainable design. Today we offer mobile shelving options manufactured with 30% less steel, and local support from storage experts that understand how to develop storage solutions that balance end user needs with their sustainability goals.

Our storage solutions:

- ♻️ Contain an average of 75% recycled steel
- ♻️ Can be constructed using an optional NAUF (no added urea formaldehyde) particleboard
- ♻️ Integrate alternative materials such as acrylic and glass
- ♻️ Can be reconfigured, reused, and relocated in order to prevent disposal before the end of the product's useful life

All Spacesaver products meet the more stringent requirements of Indoor Advantage Gold™ Certification. SCS indoor air quality certification programs are compliant to CA 01350 and ANSI/BIFMA M7.1 test methods.

We also recognize the importance of supporting the LEED (Leadership in Energy and Environmental Design) Green Building Rating System. It is because of this commitment, that we became members of the USGBC (US Green Building Council), and CaGBC (Canada Green Building Council).





INTERNAL WASTE MANAGEMENT strategies:

Over the last several years, Spacesaver Corporation has executed various waste management and reduction activities to protect both human health and the local environment. Through collaboration with Foth Infrastructure and Environment, LLC., Spacesaver has implemented a spill prevention control and countermeasure plan, as well as a storm water and pollution prevention plan. In addition, the following actions are executed as part of the Spacesaver Corporate Environmental Policy that has been in place since 2001.

- ♻ Annual air emissions inventory is completed with State of Wisconsin DNR and the EPA
- ♻ Waste oil from machines is sent to an oil recycling facility
- ♻ Waste oil from steel is skimmed off the top of wash bins and sent to an oil recycling facility
- ♻ Raw Steel (bare or galvanized) and aluminum scrap from the fabrication process is collected and picked up by a recycler
- ♻ Painted product scrap is segregated from raw steel and picked up by a recycler
- ♻ Corrugated packaging, newspapers, magazines, office and production paper are recycled
- ♻ PC Board, LCD and CRT monitor recycling is available on-site
- ♻ Controls in our painting process reclaim about 75% of the over sprayed powder
- ♻ Unusable wood is picked up by a recycler
- ♻ Paper check stubs have been eliminated









ENERGY CONSERVATION efforts:

In 2007, Spacesaver received the Wisconsin State Award for Energy Use Reduction. It is an honor that continues to propel our organization each and every day to adopt more innovative and effective energy conservation strategies.

A five-year roofing upgrade project was executed to include roofing products with additional R-value. The project was completed in 2010, and each upgrade has been recognized by Wisconsin Focus on Energy as an Energy Efficient Measure (EEM).

Heat from paint ovens and compressors is re-distributed throughout the manufacturing facility, maximizing heat reuse from manufacturing processes. In addition to the heat re-distribution strategy, existing infrared heating units were retrofitted with an Ethernet capable temperature control and power supply, allowing plant maintenance actual desktop control of the heating units.

In addition to these large energy conservation projects, the following actions are executed as part of the Spacesaver Corporate Environmental Policy:

-  Forklifts are electric/battery powered when possible
-  Corporate Energy Conservation Policy has been in place since 2006, which includes the following:
 -  All electronic devices, such as computers, etc., are to be turned off at the end of each business day
 -  It is the responsibility of each supervisor or the last person to leave the department to ensure all the lights in his or her area are turned off at the end of each business day
-  If working on a weekend, it is the employee's responsibility to turn off all lights and electronic devices before leaving the building
-  Warehouse lights should only be used in areas that employees are actively working, and it is the responsibility of the Field Service Department to make sure they are turned off at the end of the day



NATURAL RESOURCES actions:

In order to preserve the availability of natural resources for future generations, we at Spacesaver take precautions both locally and globally. In addition to standard storm water site compliance inspections on a quarterly basis, we strive to preserve water quality and quantity with a reverse osmosis water treatment process on-site, which discharges potable processing water. This has reduced the amount of sanitary discharge to the city water treatment facility by 20,000 gallons a day. In addition:

- ♻ Water is recycled in the paint washer process
- ♻ Water is adjusted for pH in a pretreatment process before it is discharged to the City of Fort Atkinson's Wastewater Treatment Facility for final treatment
- ♻ Spacesaver uses a chemical that is low in phosphates in all five powder coat paint lines
- ♻ Spacesaver provides volunteer support time to organizations focused on conservation
- ♻ Employees are allowed to telecommute
- ♻ Spacesaver uses truck carriers that are part of the US EPA SmartWay Transportation Partnership
- ♻ Spacesaver Corporation maintains a prairie and wetland area of over seven acres on the property



SOCIAL ACTIONS AND EDUCATION efforts:

Spacesaver recognizes sustainability as a commitment to protect and give back to our local and global community.

At Spacesaver's 25th Anniversary celebration on October 17, 1997 Ted Batterman, (former President & CEO), announced the Batterman Grant Application program, intended to encourage Spacesaver employees to volunteer in the communities and areas surrounding Fort Atkinson and Janesville. Recipients of the grant since 1997 include (but are not limited to):

- ♻️ Fort Atkinson High School
- ♻️ Faith Community Church
- ♻️ Rock River Free Clinic

We also support our community and our employees through:

- | | |
|--|--|
| ♻️ On-site LEED® preparation classes | ♻️ Providing tuition reimbursement programs to employees |
| ♻️ The Spacesaver "green team" dedicated to internal and external sustainability initiatives | ♻️ Corporate and employee involvement in a United Way Campaign each year, cumulating in over \$200,000 in donations since 2006 |
| ♻️ Employee sponsored battery recycling program since 2010 | ♻️ Annual support for the American Cancer Society's Relay for Life |
| ♻️ Becoming a non-smoking facility | |





COMMITMENT TO GREEN

SPACESAVER CORPORATION, HAS ALWAYS HELPED CUSTOMERS CONSERVE SPACE – ONE OF THIS COUNTRY'S MOST FINITE RESOURCES. SPACESAVER IS ALSO COMMITTED TO ENVIRONMENTAL SUSTAINABILITY, WHICH IS THE IMPETUS BEHIND ITS "GREEN" INITIATIVE TO MINIMIZE THE ECOLOGICAL IMPACT OF MANUFACTURING PROCESSES.

To protect the environment, Spacesaver has implemented dozens of "green" measures. Among them are:

RECYCLED WATER

Spacesaver uses recycled water to thoroughly clean its products before painting. This solvent-free process, called aqueous degreasing, along with strict quality control, prevents greenhouse emissions and eliminates heavy metals from wastewater. The process is so effective that products need only be painted with a single coat to meet or exceed industry standards.

POWDER-COAT PAINTING

A solvent-free process, Spacesaver's powder-coat painting process is also highly efficient. The powdered paint is confined and reclaimed to minimize waste. Ninety-seven percent of the paint ends up on the product. Powder-coat paint, which requires no primer, also smoothes metallic "burrs," eliminating the need for grinding or filing.

LEAN MANUFACTURING

Products are manufactured with a minimal number of parts, making them easy to assemble and environmentally responsible. Spacesaver continually looks for ways to minimize wasted motion, time, energy and resources from every step in the manufacturing process. The company regularly updates our business and production practices, keeping in step with advances in technology and new developments in health and environmental standards.

RECYCLING

In addition to recycling water whenever possible, Spacesaver recycles steel and aluminum. Steel and aluminum with recycled content is used whenever possible. In addition, we recently implemented a program to reduce the amount of corrugated cardboard used for packing and shipping purposes.

BROWNOUT PARTICIPATION

During heavy-use periods, Spacesaver participates in electrical "brownouts" to decrease the necessity for building new power plants.

Spacesaver is dedicated to customer satisfaction, good corporate citizenship and a quality workplace. To achieve our mission, we must be environmentally responsible. We believe "green" business is good business.



ISO 9001 CERTIFIED



Spacesaver®

800-492-3434 www.spacesaver.com email: ssc@spacesaver.com

INT-0143 © 2001, Spacesaver Corporation

Spacesaver is providing a percentage discount off our commercial product unit list price. The Price List (Attachment B) provides the list price in U.S. dollars by part number. Spacesaver is proposing a tiered percentage discount range of 40.5% to 54% off list price based on the total list price by designated product categories per member project.

Spacesaver's products are engineered-to-order based on the specific needs of the Member, this includes their storage requirements, space availability and limitations. As a result, a Spacesaver "product" is comprised of a multitude of line items. The line items are combined to develop the "product", and, in turn, the contract discount is applied. Within each product category a list price volume tier structure discount is applied to the commercial price list in effect at that time. Our distributor can provide each member a detailed quote by line item to ensure the Member that they are getting the correct discount based on the proposed solution.

Please reference the Other Pricing & Discounts tab in Attachment B – Price List for complete tiered discounts proposed.

Other Restrictions and Fees

Return Goods Policy:

Spacesaver is a custom manufacturing company – with product specifically manufactured per customer order.

All request for return goods must be submitted through a Spacesaver Authorized Dealer and authorized by Spacesaver Corporation within 90 days of original shipment. Purchaser must have written authorization from Spacesaver prior to any return in the form of Return Goods Authorization Form.

Authorized returns must be packaged properly using original cartons and include the Return Goods Authorization (RGA) form. Returns are to be shipped with freight prepaid by the customer; all claims for product lost or damaged in transit shall be made by the customer. All parts listed on the RGA must be complete and returned within 60 days of issue date to receive credit. No credit will be given for items returned that were not included on the RGA form sent from Spacesaver.

All returns will be reviewed by Spacesaver, and, if approved, subject to a 30% restocking charge. All returns are subject to any reconditioning charges determined necessary by Spacesaver upon inspection of the returned goods.

Custom products, including custom sizes, configurations and colors may not be returned.

For Warranty RGA information, please refer to our Warranty Policy.



Registrations & Licenses:**SPACESAVER CORPORATION**

State	Notes
CO	Business License, Unemployment Registration
FL	Business License, Unemployment Registration Business Registration; Out of State Use Tax Collection and Remittance Permit
IN	Business Registration
OH	Business Registration
PA	Business Registration; S&U Tax
WA	Business Registration; S&U Tax, B&O Tax
WI	Business Registration; S&U Tax, Unemployment Tax, DOT
Federal	Registered with US DOT #133721

SPACESAVER STORAGE SYSTEMS, INC.

State	Notes
AK	Business Registration
AL	Business Registration; S&U Tax
AR	Business Registration; S&U Tax
AZ	Business Registration; S&U Tax
CA	Business Registration; S&U Tax, State Contractor's License #996717, Public Works Contractor, City of San Francisco Registration
CO	Business License, S&U Tax, Unemployment Registration
FL	Business License, S&U Tax, Unemployment Registration
GA	Business Registration; S&U Tax
IA	Business Registration; S&U Tax
IL	Business Registration; S&U Tax
KY	Business Registration; S&U Tax
MA	Business Registration; S&U Tax
MD	Business Registration; S&U Tax
MO	Business Registration; S&U Tax
MT	Business Registration
NC	Business Registration; S&U Tax
ND	Business Registration
NJ	Public Works due 8/1/2020 Business License, S&U Tax, Unemployment Registration
NM	Registration
NY	Business Registration; S&U Tax



Spacesaver Corporation Response to:
Solicitation: EQ-052920-01

Furniture and Storage, Related Products and Services

OH	Business Registration
PA	Business Registration; S&U Tax
RI	Business Registration
TX	Business Registration
VA	Business Registration; S&U Tax
WA	Business Registration; S&U Tax, B&O Tax
	Business Registration; S&U Tax, Unemployment
WI	Tax
WY	Business Registration

SPACESAVER HOLDINGS

State	Notes
WI	Business Registration

Canadian Companies:**Spacesaver Mobile Storage Systems Corporation**

Province	Notes
Nova	
Scotia	Nova Scotia Corporate registration
Ontario	Ontario Registration
Quebec	Quebec Registration

CERTIFICATES:

- ISO 9001:2015 SGS Certificate
- SCS Indoor Advantage Gold Certificate



The management system of

Spacesaver Corporation

1450 Janesville Avenue
Fort Atkinson, WI 53538, United States

has been assessed and certified as meeting the requirements of

ISO 9001:2015

For the following activities:

The design, development, manufacture and installation of high density mobile and stationary storage systems.

Further clarifications regarding the scope of this certificate and the applicability of ISO 9001:2015 requirements may be obtained by consulting the organization.

This certificate is valid from 14 November 2017 until 14 November 2020 and remains valid subject to satisfactory surveillance audits. Recertification audit due a minimum of 60 days before the expiration date. Issue 10: 11 September 2018. Certified since October 1999.

The audit leading to this certificate commenced on 26/06/2018. Previous issue certificate validity date was until 15/09/2018.

Additional site details are listed on subsequent pages.

Authorized by:



Ralph McLouth
Vice President of Accreditation, North America
SGS North America, Inc.
201 Route 17 North, Rutherford, NJ 07070, USA
t (201) 508-3000 f (201) 935-4555 www.us.sgs.com

This certificate remains the property of SGS and shall be returned upon request



Spacesaver Corporation

ISO 9001:2015

Issue 10: 11 September 2018

Additional facilities:

1450 Janesville Avenue, Fort Atkinson, WI 53538, United States

Scope: Design & Development of High Density Mobile and Stationary Storage Systems.

1700 Janesville Avenue, Fort Atkinson, WI 53538, United States

Scope: Manufacture and Installation of High Density Mobile and Stationary Storage Systems.



SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

Spacesaver

1450 Janesville Avenue, Fort Atkinson, WI, United States

For the following product(s):

See Addendum

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-EC10.3.2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e3 -2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters^{1,2}. Also conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan.^{1,2}

¹ Modeled as Workstation System

² Modeled as Individual Furniture Components

Registration # SCS-IAQ-03114

Valid from: June 2, 2020 to June 1, 2021



A handwritten signature in black ink that reads "Stanley Mathuram".

Stanley Mathuram, PE, Vice President

SCS Global Services

2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA



Certification Addendum

Spacesaver

Certification: Registration # SCS-IAQ-03114 | Valid from: June 2, 2020 to June 1, 2021

Addendum **Indoor Advantage™ Gold**

Indoor Air Quality Certified to SCS-EC10.3.2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters^{1,2}. Also conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan.^{1,2}

¹ Modeled as Workstation System

² Modeled as Individual Furniture Components

Products: **Desking/Storage:**

4-Post and Case-Type Shelving, ActiveStor® File Cabinets, ActivRAC® Mobilized Storage System, Art Racks, Cantilever Racking System, Cantilever Shelving, CoreSTOR™ Patient Server, Door and Drawer Systems, Day Use Lockers, Eclipse Powered® System, Evidence Lockers, EZ Rail®, Fire Hose Rack Storage, Floor Mounted Gun Locker, Frame Mounted Doors, FrameWrx® Storage System, Freestyle® Personal Storage Locker, High Bay-shelving, Lateral Bi-Files and Tri-Files, LevPRO®, Manual High-Density Mobile System, Mechanical Assist High Density Mobile System, Personal Duty Locker, Pistol Racks, Portable Gun Box, Sally Port Gun Locker, Universal® Weapons Rack, UWRmini® Weapons Storage System, Viking Museum Cabinets, Welded Cabinets, Wheelhouse® High-Density Mobile Storage System, Wide Span Shelving, WRX Wheels Transport Cart, XpressDEK™ Rail System, Xtend® Mobile High-Bay

Excludes finished wood veneer options

Spacesaver does exactly what our name implies – we save space. Lots of it!

Our high-density storage systems will do one of two things – provide the same amount of capacity in half the space or provide two to three times as much storage in the same space. By mounting virtually any type of storage housing, including existing shelving and cabinets, on our wheeled carriages that travel on rails – wasted space created by fixed aisles can be eliminated - freeing valuable floor space for other, more productive uses – including additional storage. No other storage solution is as cost-effective or space efficient. Regardless of size and weight, there is a Spacesaver Mobile Storage System to meet the needs of all members.

Spacesaver is not a one size fits all company. We don't simply sell products to our customers – we work with them to invent solutions. We strive to understand the complexities of our customers space challenges and create custom, unique, and complete solutions with value-add products that integrate optimal workflow, safety, and security within each unique structure.

The Partnership between Spacesaver and our local distribution has created a larger entity called the Spacesaver Group. This group of local experts includes installers, sales professionals, designers and account managers, and national experts such as engineers, market research team members, and sales professionals. Together they fuel best-in-class manufacturing processes, innovations in new product development and superior customer support. The Spacesaver Group ideates and collaborates every day in order to provide you with the best solutions possible.

When working with the Spacesaver Group, you will experience an unparalleled level of creativity and industry expertise, resulting from our 40+ years of experience. Our group generates storage solutions that perfectly fit your specific needs.

We are committed to providing you with excellent service and reliable project management through every stage of the project.

All services provided by the Spacesaver Group are quoted on a per project basis. As each storage solution is unique, so are the needs of each individual buying entity. The Spacesaver Group services include, but not limited to, the following:

- Determine storage needs based on an on-site assessment
- Assist with product selections, pricing, specifications and color/finish selections.
- Provide project management from quote, order submittal, project completion and training.
- Review advantages of using various storage methods
- Discuss industry trends and storage life cycles
- Assist in pre-project budget planning for cost and space comparison



- Begin room plans and determine specific must have features
- Review and coordinate all technical space requirements
- Finalize all installation procedures and scheduling
- Installation of systems by factory trained and certified teams
- Relocation or System upgrade services
- Provide facility management and in-service training
- Assist in installation evaluation and review benefits

Upon installation completion, a Spacesaver representative will do a complete walkthrough of all new equipment. Training, at no additional cost to the member, will include: System operation, end user safety functions, maintenance, contact information, and any other end user questions. In addition, an Operators Instruction Manual will be provided for the specific system purchased. If requested, an operation plaque may be provided for continued end user instruction. Maintenance contracts are available for a fee from the local representative on a project by project basis.



Appendix E: VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of _____, by and between _____
Spacesaver Corporation ("Vendor") and Region 10 Education Service Center ("Region
10 ESC") for the purchase of Furniture and Storage, related products and services ("the products and services").*

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- ☒ **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- ☐ **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

Scope: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members.

Compliance: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

Respondent's promise: Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1. **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2. **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a “wet signature” by a Region 10 ESC staff member.

4.6. **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- Special terms and conditions
- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

ARTICLE 5- TERMINATION OF CONTRACT

5.1. **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures:** Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment:** Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

ARTICLE 8- BILLING AND REPORTING

8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor.

Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

8.3 **Reporting:** Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at info@equalisgroup.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. Fields below marked as *required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3
Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required

	Admin Fee % *required
	Admin Fee \$ *required

ARTICLE 9- PRICING

9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

ARTICLE 10- PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS

11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 Maintenance Facilities and Support: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

ARTICLE 13- MISCELENOUS

13.1 Funding Out Clause: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

13.2 Disclosures: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

13.3 Indemnity: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

13.4 Franchise Tax: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 Marketing: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo

or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 Insurance: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker’s compensation insurance which waives all subrogation rights against the prime contractor and member.

13.7 Subcontracts/Sub Contractors: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member’s release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 Legal Obligations: It is the Respondent’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.9 Boycott Certification: Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. “Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

13.10 Venue: All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity

and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name

Spacesaver Corporation

Address

1450 Janesville Avenue

City/State/Zip

Fort Atkinson, WI 53538

Telephone No.

920-563-0650

Fax No.

Email address

contracts@spacesaver.com

Printed name

Steven G. Anderson

Position with company

Vice President of Finance

Authorized signature



Term of contract _____ to _____

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Region 10 ESC Authorized Agent

Date

Print Name

Equalis Group Contract Number _____

Appendix F: ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation of House Bill 1295
- DOC #7 Boycott Certification
- DOC #8 Terrorist State Certification
- DOC #9 Resident Certification
- DOC #10 Federal Funds Certification Form

FOR VENDORS INTENDING TO DO BUSINESS IN ARIZONA:

- DOC #11 Arizona Contractor Requirements

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #12 Ownership Disclosure Form
- DOC #13 Non-Collusion Affidavit
- DOC #14 Affirmative Action Affidavit
- DOC #15 Political Contribution Disclosure Form
- DOC #16 Stockholder Disclosure Form

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

- DOC #17 General Terms & Conditions and Acceptance Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1 CLEAN AIR AND WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Spacesaver Corporation

Title of Authorized Representative: VP of Finance

Mailing Address: 1450 Janesville Avenue, Fort Atkinson WI 53538

Signature: 

DOC #2 DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Spacesaver Corporation

Title of Authorized Representative: VP of Finance

Mailing Address: 1450 Janesville Avenue, Fort Atkinson WI 53538

Signature: 

DOC #3 LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent

July 8, 2020

Date

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Signature of Respondent

July 8, 2020

Date

DOC #5 ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR Spacesaver Corporation

ADDRESS 1450 Janesville Avenue

Fort Atkinson, WI 53538

PHONE 920-563-6362

FAX _____

RESPONDANT



Signature

Tammy Lee

Printed Name

Director of Sales

Position with Company

AUTHORIZING OFFICIAL



Signature

Steven G Anderson

Printed Name

VP of Finance

Position with Company

DOC #6 IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Spacesaver Storage Systems, Inc.
Fort Atkinson, WI United States

Certificate Number:
2020-641540

Date Filed:
07/08/2020

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Education Service Center, Region 10

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

EQ-052920-01
Furniture and storage, related products and services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Krueger International	Green Bay, WI United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Steven G Anderson, and my date of birth is 08/24/1983.

My address is 1450 Janesville Ave, Fort Atkinson, WI, 53538, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson County, State of Wisconsin, on the 8 day of July, 2020.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

DOC #7 BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

DOC #8 TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

DOC #9 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- ☐ I certify that my company is a "resident Bidder"
- ☒ I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

<u>Spacesaver Corporation</u>	<u>1450 Janesville Avenue</u>	<u>Com</u>
pany Name	Address	
<u>Fort Atkinson</u>	<u>WI</u>	<u>53538</u>
	State	Zip
		<u>City</u>

DOC #10 FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? SA
(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? SA
(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? SA
(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 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.

Does vendor agree? SA
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

Does vendor agree? SA
(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency’s Federal award meets the definition of “funding agreement” under 37 CFR 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 or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? SA
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? SA
(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? SA
(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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 USC 1352. Each tier must also 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? SA
(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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.

Does vendor agree? SA
(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? SA
(Initials of Authorized Representative)

12. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? SA
(Initials of Authorized Representative)

13. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? SA
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Spacesaver Corporation
Company Name


Signature of Authorized Company Official

Steven G Anderson
Printed Name

VP of Finance
Title

07/08/2020
Date

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



07/08/2020

Signature of Respondent

Date

DOC #12 OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Spacesaver Corporation

Street: 1450 Janesville Avenue

City, State, Zip Code: Fort Atkinson, WI 53538

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Steven G. Anderson, an authorized representative of Spacesaver Corporation, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Krueger International, Inc.	1330 Bellevue Street, Green Bay, WI 54302	100%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

 VP of Finance
Authorized Signature and Title

07/08/2020
Date

Company Name: Spacesaver Corporation
Street: 1450 Janesville Avenue
City, State, Zip Code: Fort Atkinson, WI 53538

County of Jefferson

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Company Name: Spacesaver Corporation
Street: 1450 Janesville Avenue
City, State, Zip Code: Fort Atkinson, WI 53538

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- | | | |
|----|---|----------|
| 1. | A photo copy of their <u>Federal Letter of Affirmative Action Plan Approval</u> | _____ |
| | OR | |
| 2. | A photo copy of their <u>Certificate of Employee Information Report</u> | <u>X</u> |
| | OR | |
| 3. | A complete <u>Affirmative Action Employee Information Report (AA302)</u> | _____ |

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form _____
AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed X

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.



Vice President of Finance

07/08/2020

Authorized Signature and Title

Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

Certification **54568**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2018** to **15-JUN-2021**

SPACESAVER STORAGE SYSTEMS, INC.
1450 JANESVILLE AVE.
FORT ATKINSON WI 53558



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
Acting State Treasurer

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

2. any State, county, or municipal committee of a political party
3. any legislative leadership committee*
4. any continuing political committee (a.k.a., political action committee)
5. any candidate committee of a candidate for, or holder of, an elective office:
 1. of the public entity awarding the contract
 2. of that county in which that public entity is located
 3. of another public entity within that county
 4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

6. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
7. all principals, partners, officers, or directors of the business entity or their spouses
8. any subsidiaries directly or indirectly controlled by the business entity
9. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Spacesaver Corporation		
Address:	1450 Janesville Avenue		
City:	Fort Atkinson	State:	WI Zip: 53538

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Signature

Steven G. Anderson

Printed Name

Vice President of Finance

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page 2 of 2

Vendor Name: Spacesaver Corporation

[illegible]☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #16 STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability Partnership

☐ Corporation

☐ Limited Partnership

☐ Limited Liability Corporation

☒ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

<p>Name: Krueger International, Inc.</p> <p>Home Address: 1330 Bellevue Street Green Bay, WI 54302</p>	<p>Name:</p> <p>Home Address:</p>
<p>Name:</p> <p>Home Address:</p>	<p>Name:</p> <p>Home Address:</p>
<p>Name:</p> <p>Home Address:</p>	<p>Name:</p> <p>Home Address:</p>
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Subscribed and sworn before me this <u>8th</u> day of <u>July</u>, 2020</p> <p>(Notary Public) </p> <p>My Commission expires: <u>December 13, 2022</u></p> </div> <div style="width: 45%;"> <p> (Affiant)</p> <p><u>John Straw - Treasurer</u> (Print name & title of affiant)</p> </div> </div>	



DOC #17 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- x We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. **Purchase orders and payment can only be made to awarded vendor and/or authorized dealers/distributors** unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

Spacesaver's distributors handle all purchase orders and invoicing directly with each purchasing agency.

5.1. **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a ~~reasonable~~ mutual agreed upon amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

5.2 **Termination for cause:** If, ~~for any reason due to its sole negligence~~, the Vendor fails to fulfill its obligation in a ~~timely manner mutually agreed upon project schedule~~, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures:** Failure to deliver goods or services within the time specified or within a ~~reasonable time period mutually agreed upon project schedule~~ as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. ~~In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.~~

ARTICLE 7- DELIVERY PROVISIONS

7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. Conforming product shall be shipped within ~~7 days a mutually agreed upon timeframe~~ of receipt of Purchase Order. ~~If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery on delivery schedule prior to issuance of purchase order. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.~~

Spacesaver products are manufactured to-order based on the buying agencies specific project scope. Our standard manufacturing lead times range from 45 – 90 days, depending on project scope and size.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency and Vendor and/or authorized distributor mutually agree may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor and/or authorized distributor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor and/or authorized distributor.

Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

9.3 **Additional Charges:** All deliveries shall be freight ~~prepaid 3rd Party~~, F.O.B. destination ~~and shall be included in all pricing offered unless otherwise clearly stated in writing. Will be quoted per project based on the size and scope of the member's specific project. This will provide the best value, lowest cost to each member. Shipping and delivery method will be agreed upon between the vendor and/or Distributor member prior to member purchase.~~

ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group

The following exhibits are used in evaluating and administering Lead Agency Agreements and are preferred by Equalis Group. Redlined copies of the exhibits should not be submitted with the response. Should a respondent be recommended for award, these exhibits will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response and submit this page only.**

- ☐ Respondent agrees to all terms and conditions outlined in each of the following exhibits
 - ☒ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in each of the following exhibits. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.
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- Equalis Group Exhibit A – EQUALIS GROUP RESPONSE FOR LEAD AGENCY AGREEMENT
 - Equalis Group Exhibit B – EQUALIS GROUP ADMINISTRATION AGREEMENT
 - Equalis Group Exhibit C – EQUALIS GROUP MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
 - Equalis Group Exhibit D – EQUALIS GROUP CONTRACT SALES REPORTING TEMPLATE
Equalis Group