

**Solicitation Number: RFP #110923****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and DeBourgh Mfg. Co. dba DeBourgh All-American Lockers, 27505 Otero Avenue, La Junta, CO 81050 (Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcwell

DeBourgh Mfg. Co. dba DeBourgh All-American Lockers

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/19/2023 | 4:04 PM CST

DocuSigned by:
Michael Weitz
By: 42152F5B9B8C45A...
Michael Weitz
Title: Director of Sales & Marketing
Date: 12/19/2023 | 3:27 PM CST

Approved:

DocuSigned by:
Chad Coquette
By: 48BAF71B0894454...
Chad Coquette
Title: Executive Director/CEO
Date: 12/19/2023 | 4:05 PM CST

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

Vendor Details

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

Submission Details

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

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	DeBourgh Mfg. Co. dba DeBourgh All-American Lockers
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Real Time Networks, Ojmar, Assa Abloy, Keyless Co., LoQit, Kuario, Master Lock
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	DeBourgh All-American Lockers, Ojmar US, Ojmar Intelligent Locking Systems, Assa Abloy Opening Solutions, LoQit B.V., Kuario Inepro Group Companies, Master Lock Company
4	Provide your CAGE code or Unique Entity Identifier (SAM):	41-0648781
5	Proposer Physical Address:	27505 Otero Avenue La Junta, CO 81050
6	Proposer website address (or addresses):	https://debourgh.com/
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Michael Weitz Director of Sales & Marketing 27505 Otero Avenue La Junta, CO 81050 mweitz@debourgh.com 405-365-0075
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael Weitz Director of Sales & Marketing 27505 Otero Avenue La Junta, CO 81050 mweitz@debourgh.com 405-365-0075
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Patrick Berg President 27505 Otero Avenue La Junta, CO 81050 pberg@debourgh.com 719-469-3142

Table 2: Company Information and Financial Strength

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

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

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please see attached; DeBourgh has received a number of workplace safety and cost-containment awards from the State of Colorado.
20	What percentage of your sales are to the governmental sector in the past three years	Government sales has constituted 1.29% of DeBourgh's overall sales over the past three years.
21	What percentage of your sales are to the education sector in the past three years	The education sector has accounted for 90.93% of DeBourgh's sales in the past three years.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell #010920-DBM - \$10,031,503.13
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	DeBourgh does not currently participate in any GSA contracts.

Table 4: References/Testimonials

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

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

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Indiana Public Schools	Education	Indiana - IN	Lockers and Locker Systems (Material, Delivery, Installation, Clean-up, Project Management).	28,953 Lockers & Accessories	\$5,167,901
Washington Public Schools	Education	Washington - WA	Lockers and Locker Systems (Material, Delivery, Installation, Clean-up, Project Management).	23,757 Lockers & Accessories	\$4,193,644
Minnesota Public Schools	Education	Minnesota - MN	Lockers and Locker Systems (Material, Delivery, Installation, Clean-up, Project Management).	20,147 Lockers & Accessories	\$3,731,552
New York Public Schools	Education	New York - NY	Lockers and Locker Systems (Material, Delivery, Installation, Clean-up, Project Management).	17,162 Lockers & Accessories	\$2,727,707
Illinois Public Schools	Education	Illinois - IL	Lockers and Locker Systems (Material, Delivery, Installation, Clean-up, Project Management).	11,529 Lockers & Accessories	\$2,639,311

Table 6: Ability to Sell and Deliver Service

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

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

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

Table 7: Marketing Plan

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

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	DeBourgh provides a maintenance and care training instructions to all customers to ensure the highest possible longevity to their lockers. However, because of the high quality of the products offered standard by DeBourgh on the contract, the customer should have to perform virtually no maintenance on any DeBourgh system. For workmanship issues, those are covered by our lifetime warranty and will be serviced by a DeBourgh-certified technician, routed through the job's project manager. For maintenance teams that wish to perform any maintenance, DeBourgh supports those efforts via video and customer support with experienced personnel. For software and other technology components, on-site training and support are offered included in the pricing on the contract and are offered at no additional cost. This includes troubleshooting and any service calls that are required. DeBourgh performs training either on site or remotely, when needed, for no additional cost to the customer through the course of the project completion.

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

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>The most significant unique attribute that DeBourgh offers to Sourcewell Members is its from design-to-production commitment to making the highest quality lockers available on the market. This stems from our selection of the highest grade materials, design philosophy of creating a locker that lasts the lifetime of the building while requiring minimal maintenance and part replacement, and ensuring that we fix or replace any potential manufacturing defects. Also, DeBourgh offers a lifetime limited warranty on all metal locker components. This is relatively rare in our industry, which typically offer a maximum of 10 years, but usually offer on average a 0-3 year warranty.</p> <p>DeBourgh also offers unique products in the industry both through high security and high user experience. Spaces with unique physical security needs can utilize high-abuse materials offered standard by DeBourgh. Users can also integrate access control technologies for improved security. Users can also use the technology to store, track, and charge important assets. No other locker systems company serves education and government members with this continuum of product types and options. While our competitors are just starting to integrate some smart features into their products, DeBourgh has the most extensive range of partnership with lock and software manufactures, giving us a wide breadth of experience deploying a number of different technological solutions.</p> <p>DeBourgh prides itself on being an agile company, able to accommodate to member requests willingly and expediently, including custom engineering to give them exactly what they want. This is unique in that most locker companies are built to be commodity. This has worked for most companies for a long time, but no longer serves the unique learning ecosystems for most school markets or the security needed at current government facilities.</p>	*
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Table 9: Warranty

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

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

Table 10: Payment Terms and Financing Options

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

Table 11: Pricing and Delivery

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

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

61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Prices offered are turn-key, and include material, freight, installation, inspection, and project management services. Additional costs, such as prevailing or union wage or small-service or dedicated trucks are included in the pricing as separate, as-needed line items. In addition, DeBourgh also offers deducts should customers decide to take on portions of the included services on their own.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is included and is not an additional cost to Sourcewell members.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	DeBourgh can supply freight to Alaska via truck, rail, or boat, with boat being the most commonly utilized. DeBourgh can supply freight to Hawaii via truck-to-shipping container.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	DeBourgh offers drop ship to customer, drop ship to dealer or warehouse, pick-up at factory, LTL third party or prepaid, shipping container, or rail. DeBourgh uses UPS to deliver smaller items such as replacement parts, filler, or benches as needed. With our dealer network, many smaller items and standard locker systems are available locally to Sourcewell members.	*

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *

66	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.</p>	<p>DeBourgh has built in multiple processes into its sales cycle to ensure that it currently and correctly audits all projects under the contract. We verify compliance through our dealer and partner network by following very strict checks early on in the proposal process. A request for a project to utilize Sourcewell will typically come from either a member or a dealer. The dealer would request pricing for the project. DeBourgh then works with the customer to establish the Sourcewell threshold cap for this particular project based on the approved pricing from Sourcewell. DeBourgh supplies this Sourcewell cap price to the dealer to establish a cap for the project. DeBourgh would supply a material price to the dealer. The dealer would have the option of supplying a price to the member that is lower than the Sourcewell threshold cap, but never exceed the cap price for all materials delivered and installed.</p> <p>Projects sold on Sourcewell are flagged in DeBourgh's system. Once the customer accepts the proposal, a copy of the member's purchase order must be sent to DeBourgh. This ensures the customer is still at or below the Sourcewell threshold cap price. The PO must have DeBourgh's contract number listed on it and must be from the customer, not a dealer or intermediary.</p> <p>DeBourgh issues a quarterly report to Sourcewell detailing sold projects and their purchase order amounts. This report is issued with payment for an administration fee of 2% of the customer's purchase orders to DeBourgh for that period. The Sourcewell threshold cap sheet, any subsequent revisions, the copy of the customer's PO (with any necessary change orders and with the contract clearly identified on it), and the optional dealer worksheet are kept in the customer's permanent file with all other notes and project data for review at any time after standard audits.</p>
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67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>If DeBourgh is awarded the contract, there are several metrics by which we would define success. DeBourgh has and will continue to track the growth in sales year-over-year using the contract, which is a pretty easy metric for us to measure. One that is harder to measure exactly, but is by far no less important, is the amount of times it successfully allows a dealer to remove lockers from a bid package in order to facilitate a customer receiving the high quality product they desire without risking a race to the bottom. DeBourgh monitors all Sourcewell projects closely in our CRM to ensure they are always top-of-mind. These projects are tagged to ensure contract compliance in addition to hitting our target delivery dates. DeBourgh tracks growth by filtering these tags year-over-year to ensure growth and engagement are improving. DeBourgh has seen significant growth in Sourcewell as a purchasing vehicle as our dealer network continues to become more familiar how to maximize its benefit to customers. We believe it is also attributed to the ease-of-use for customers, which builds futures sales and educational administrators become more comfortable employing these methods.</p> <p>Another important metric is new dealer, partner, and member engagement in the contract. DeBourgh also ensures that dealers and partners are made aware of webinars, "Get To Know You" events local to the dealers, and regular training on how to utilize the contract. DeBourgh also does outreach to members as one of the biggest barriers DeBourgh has found is that many members don't even know they are members, and they do not know they may also use the contract to procure locker systems. These efforts have helped maintain and grow contract engagement and awareness over time. This has historically built confidence among the dealer network by providing them another tool in their arsenal to offer great service to their customers. Especially when we have such quality-seeking customers, a third metric for success is the continuous improvement in product offerings and options over the lifetime of the contract. DeBourgh has also regularly updated product offerings and options due to customer demand or due to innovations in technology. DeBourgh knows Sourcewell members need innovative products. By continually updating products, pricing, and options, members can ensure they can acquire exactly the type of product that fulfills their niche needs.</p> <p>A final metric that we track is customer satisfaction with the procurement process. DeBourgh has yet to experience a customer that has regretted purchasing from the contract. The ease-of-use of the contract itself, combined with the certainty of knowing that you will receive the kind of high-quality product that someone is looking for, makes for a wonderful customer experience. We have never had a customer lament that they could have saved a few dollars going on an open bid while risking the quality of the purchase plummeting.</p>
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	DeBourgh will pay a 2% administrative fee to Sourcewell, calculated based on the total purchase order from the customer. This purchase order provides a "turnkey locker solution" that includes all materials, freight, installation, project management, training, and administrative fees. It will be included in the total price and will not be represented as a line-item addition to the Member's costs of goods.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>DeBourgh offers lockers, personal storage, and intelligent locker systems, as well as related services and accessories. This also includes installation, freight services, relocation services, and project management for a turnkey locker solution. DeBourgh also offers material-only products, permitting users to perform their own project management and installation, providing members more flexible options.</p> <p>DeBourgh's product lines in this proposal are as follows: First Responder – customizable locker line with integrated bench seating intended</p>

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

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

Product derivations –

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

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

Product derivations –

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

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

Product derivations –

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

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

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

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

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

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

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

74	Describe your project design approach and related applications of technology.	<p>Our product design approach is based on the specific and particular needs of the customer and end-users. This is usually divided up into the items that are needed to be secured and desired work flow. DeBourgh often uses its vast experience in classic lockers to gain an understanding of what the most common and typical sizes and configurations are required for popular storage items. This requirement forms the outer frame from which the appropriate technology will be incorporated into the lockers system.</p> <p>The correct software and lock package usually comes down to a long list potential works flows, desired access methods, and administrative requirements that determines which is the most fitting system to be integrated into the locker. Each customer has a continuum of needs depending on issues such as RFID versus mobile app access control, cloud vs on-site hosting demands, integration into a preexisting system vs one that is stand-alone, desires for power-backup or mechanical overrides, etc. DeBourgh takes all of these needs and matches it to the best technology that can most closely give a customer what they are looking for.</p>
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
75	Bins	<input type="radio"/> Yes <input checked="" type="radio"/> No	DeBourgh does not currently produce large, industrial storage bins. *
76	Lockers	<input checked="" type="radio"/> Yes <input type="radio"/> No	DeBourgh only produces all-welded, lifetime warranted lockers. DeBourgh does not make knock down lockers that need to be assembled on site by an installation team. *
77	Secure storage	<input checked="" type="radio"/> Yes <input type="radio"/> No	DeBourgh has a variety of secure storage solutions. *
78	Vertical and horizontal shelving	<input type="radio"/> Yes <input checked="" type="radio"/> No	DeBourgh does not currently manufacture shelving. *
79	Racking systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	DeBourgh does not offer racking systems. *
80	Access and inventory control systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	DeBourgh has both access control and inventory control electronic storage systems via its Volta product.
81	Portable or mobile storage solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	DeBourgh does not have a standard mobile storage product.
82	Related software, hardware, accessories, design, assembly, and installation services complementary to a proposer's offering of storage solutions described in Line Items 75 - 81	<input checked="" type="radio"/> Yes <input type="radio"/> No	DeBourgh does provide software, hardware, accessories, design solutions, pre-assembly of all products, and installation services for all productions outline in their offering.

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

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

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

Documents

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

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

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

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

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

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

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Weitz, Director of Sales & Marketing, DeBourgh Mfg. Co. dba DeBourgh All-American Lockers

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

Yes No

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

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

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