



Solicitation Number: RFP #110923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and DASCO Storage Solutions Ltd., 346 Orenda Road, Brampton, ON Canada L6T 1G1 (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

Dasco Storage Solutions Ltd.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/20/2023 | 1:53 PM CST

DocuSigned by:
James Smith
CB3206852367478...
By: _____
James Smith
Title: Director of Sales
Date: 12/20/2023 | 1:45 PM CST

Approved:

DocuSigned by:
Chad Coquette
48BAF71B0894454...
By: _____
Chad Coquette
Title: Executive Director/CEO
Date: 12/20/2023 | 1:54 PM CST

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

Vendor Details

Company Name: Dasco Storage Solutions Ltd.
Address: 346 Orenda Rd
Brampton, Ontario L6T 1G1
Contact: James Smith
Email: jsmith@dascostorage.com
Phone: 905-792-7080 231
Fax: 905-792-9166
HST#: R101274215 RT0001

Submission Details

Created On: Wednesday October 18, 2023 13:54:27
Submitted On: Thursday November 09, 2023 14:22:39
Submitted By: James Smith
Email: jsmith@dascostorage.com
Transaction #: 30a64a05-605c-4f90-966f-103a570f8b6e
Submitter's IP Address: 69.156.198.18

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")	DASCO Storage Solutions Ltd.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A - All products offered are manufactured by DASCO
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	DASCO, DASCO Distributors, DSS
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 36522
5	Proposer Physical Address:	346 Orenda Road Brampton, ON L6T 1G1 CANADA
6	Proposer website address (or addresses):	www.dascostorage.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):	James Smith - Director of Sales jsmith@dascostorage.com +1 604-799-1107 346 Orenda Rd Brampton, ON L6T 1G1
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	James Smith - Director of Sales jsmith@dascostorage.com +1 604-799-1107 346 Orenda Rd Brampton, ON L6T 1G1
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Al French - Director of Sales afrench@dascostorage.com // +1 647-225-0175 Rae McEachran - Director of Marketing rmceachran@vastindustrialcorp.com // +1 647-202-5825 346 Orenda Road Brampton, ON L6T 1G1

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>DASCO Storage Solutions started as DASCO Data Products in 1963, and has been an industry leader in the supply of secure storage systems since its inception. Our philosophy hinges on producing the highest quality product, and maintaining our entire production process from design to finished product in-house.</p> <p>DASCO has become a leader in the scope of Physical Storage Systems, and we provide a wide range of solutions for any given project - from school lockers, to weapons and tactical lockers, parcel delivery systems and secure electronics storage. Our products are specified by architects for new schools and Government building projects around the world, and we hold a number of contracts with Governments in Canada, France, and beyond for our storage systems.</p>
11	What are your company's expectations in the event of an award?	We intend to leverage relationships that we already have with Municipal and State/Provincial customers and be able to push projects across the finish line that may have been stalled due to contracting restraints. We have had a number of projects that have either not been awarded, or been minimized due to a Sourcwell-style contract not being available. With this award we will be able to speak with many of our existing customers about bigger and better projects than have been open to us previously.
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.	DASCO has been in business since 1963, and over the past 5 years has grown from a sub-\$10mm company, to an \$18mm company last year. DASCO is owned by VAST Industrial Corp, which collectively owns 6 successful manufacturing companies. As we are a private corporation, our ownership does not wish to disclose any documentation relating to our financials.
13	What is your US market share for the solutions that you are proposing?	For the storage of weapons, gear, evidence, and other items within Police and Security facilities in Canada, DASCO has approximately 15-20% market share. For school lockers, we have approx 5% market share.
14	What is your Canadian market share for the solutions that you are proposing?	For the storage of weapons, gear, evidence, and other items within Police and Security facilities in Canada, DASCO has approximately 80% market share. For school lockers, we have approx 30% market share.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>DASCO is a manufacturer with a dealer network.</p> <p>b) DASCO utilizes a mix of company-employed dealers as well as external 3rd party dealers in order to achieve blanket coverage of North America. Our strategic partners are well incentivized to market and sell DASCO products, and are knowledgeable in the servicing and installation of our products. We have consistent and direct communications between our sales directors and our dealers to track and support opportunities.</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.	DASCO manufactures secure cabinets to a specification mandated by the RCMP for the secure storage of files, media, and weapons for the Canadian Federal Government. To maintain this contract, DASCO has a Facility Security Clearance with the Government of Canada, and has several employees with Secret Security Clearances. These clearances allow us to discuss, build, and install within secure establishments in Canada.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A - this does not apply to our organization.

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	DASCO is recognized on the Canadian Military Security Directives as an approved supplier of Weapons & Ammunition Storage Containers. We also hold a Standing Offer contract with the Federal Government for our secure file, media, and server cabinets.
20	What percentage of your sales are to the governmental sector in the past three years	DASCO's primary customer is Governmental, and our sales to Government agencies (both direct and through our dealers) is approx 85% over the past three years.
21	What percentage of your sales are to the education sector in the past three years	Sales to the education sector account for about 15% of our 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?	NSN - DASCO has several NSN numbers accessible by US Fed Gov agencies (primarily DOD) for our Weapons Racks with Internal Components. Annual sales volume of \$790,500.00.
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?	DASCO holds a National Master Standing Offer with the Federal Government, avg sales volume of \$1.3 million. Our GSA contract with the US Gov't has an average sales volume of

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 *
Calgary Police Service (City of Calgary)	Les Norczen	403-428-5742
Alberta Sheriffs	John Jackson	780-718-7452
City of Chilliwack (RCMP Chilliwack)	Kris Meakin	604-793-2819

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 *
Toronto District School Board	Education	ON - Ontario	School Corridor Lockers	Varies in size based on requirement.	\$500,000.00 +
Alberta Sheriffs	Government	AB - Alberta	Weapons & Tactical Lockers for all offices	\$40,000	\$200,000
MCJROTC	Government	California - CA	Weapon lockers provided to schools across US for ROTC.	\$2200.00	\$325,000.00
Govermemnt of New Brunswick	Education	NB - New Brunswick	School Corridor Lockers	Varies in size based on requirement	\$400,000.00
US Military	Government	Colorado - CO	Weapon storage/Gear Storage	Varies Based On requirement	\$6,000,000.00

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.	Dasco Storage Solutions, as a manufacturer, has two Directors of Sales who are directly responsible for Sales and Distribution in Canada and The United States. We work closely together on Key Projects in both countries. In addition to this level, we have an additional three Sales people in Canada and the United States who promote the Dasco Products to our Distribution Network, and to customers on a direct basis. Internally, our Customer Service Department can add additional support to Sourcewell customers and our Dealer Network.
27	Dealer network or other distribution methods.	DASCO sells our items through a network of Regional distributors throughout Canada and US. These dealers are established companies in the storage/installation industries, and actively pursue new leads with co-ordination from our HQ-based sales force.
28	Service force.	The Dasco Product mix, as it relates to the Sourcewell Tender, would not require Servicing on an ongoing basis. We track any service requirements directly through the factory. If there is an issue that requires on-site servicing, we can use one of our distributors to service the product, or take corrective measures from the factory. Our Distributors are well-versed in the servicing of our products and are able to provide immediate support services as required.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Quotes will be sent by dealers directly to end-users. When end-user issues a PO for the goods, dealer will in turn supply a PO directly to DASCO at pre-arranged dealer pricing. DASCO will accept the order and process into our system under dealer's customer number. Manufacturing is completed and an invoice is sent to the dealer upon shipment of goods, at which point dealer can provide invoice to end-user.
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.	DASCO takes an all-hands approach to Customer Service, with our Sales Directors and Operations Managers keeping in direct communication with dealers or end-users to solve any issues and provide first hand information as needed. We strive to answer all calls with answers and/or corrective actions on a same-day basis.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	DASCO's experience in dealing with Government agencies at Municipal, State, and Federal levels makes our ability to provide the same products and services via Sourcewell a very smooth transition. We are excited to develop new relationships along these lines with the positioning that a Sourcewell contract would provide, and are willing to abide by all terms and conditions to ensure the contract is executed properly and fully.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Being a Canadian company, DASCO is uniquely positioned as a well known industry leader in the "Secure Storage" space already, and could leverage this notoriety even further with a Sourcewell contract in place. As with the US, we are able and willing to abide by all terms and conditions to ensure the contract is executed properly and fully.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are able to service ALL areas within the US 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?	DASCO will not be limited in selling to any Sourcewell-participating entities.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	DASCO does not have any restrictions in doing business with Sourcewell-participating entities in Hawaii, Alaska, or the US 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.	<p>DASCO's marketing strategy for our partnership with Sourcewell is designed to capitalize on two main fronts: our robust customer network and our expansion efforts into new markets. Initially, we will engage our extensive customer base by highlighting the benefits of Sourcewell's competitive pricing and the added convenience of their streamlined purchasing platform.</p> <p>In parallel, we will feature a dedicated landing page on our website that provides comprehensive information about joining the Sourcewell program. This initiative will be complemented by a targeted social media campaign across all our channels.</p> <p>Furthermore, DASCO's active participation in key industry trade shows presents us with an excellent opportunity to showcase the Sourcewell partnership. We will emphasize the advantages of their transparent pricing and efficient procurement process to both existing and potential clients.</p> <p>To ensure the effectiveness of our strategy, we will invest in a training program for our sales team. This program will equip them with the knowledge and skills necessary to effectively communicate the value of Sourcewell's services and to utilize Sourcewell's existing marketing resources, such as their website and YouTube content, to full effect.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>In line with our comprehensive marketing strategy, DASCO utilizes digital tools to amplify our online presence and campaign visibility. Social media serves as a complement to our website and other online marketing endeavors, allowing us to showcase our latest offerings effectively.</p> <p>Our approach is data-driven; we are dedicated to continual SEO enhancement to broaden our reach and captivate new audiences. Leveraging the powerful insights from Google Analytics, we meticulously refine our SEO tactics, pay-per-click advertising, and social media strategies to achieve optimal performance.</p> <p>Collaboration with our select North American dealers is a cornerstone of our approach, enabling us to pool analytics and insights. This collaborative effort ensures our marketing thrust is multifaceted and laser-focused, tailored to the diverse needs of various market segments we serve.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>DASCO will seamlessly integrate the promotion of our partnership with Sourcewell into our established sales protocols. We expect that Sourcewell will maintain their commitment to educating customers about the distinct advantages they offer, simplifying the procurement process and expanding their user base. We do not expect Sourcewell to independently advertise DASCO's standing contract.</p> <p>DASCO will explore co-branding opportunities within our standard marketing activities to enhance the visibility of our partnership. To ensure alignment with Sourcewell's procurement program, DASCO has developed a comprehensive training program. This initiative will empower our sales team to recognize and act upon opportunities that align with Sourcewell's offerings, ensuring that eligible orders benefit from the program's efficiency and cost-effectiveness.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>At this time, Dasco does not utilize any e-procurement services due to the customizable nature of our products and high-level of communication between our representatives and customers to find the best solution for their project.</p> <p>However, DASCO is an ISDA member, which utilizes a mix of passive and active marketing strategies to gain governmental and educational leads.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	DASCO's products, by nature, are turn-key solutions that do not require training or maintenance after installation. We provide any support or training that a customer would like to pursue as an optional service, and can provide on-site or remote training services.	*
41	Describe any technological advances that your proposed products or services offer.	DASCO has created an Electronic Access locker system in-house, with the help of our municipal policing customers to provide one of the first weapon-specific E-Locker applications that allows for full audit tracing and individually tailored access to weaponry and gear.	*
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.	DASCO is always striving to reduce waste and emissions, including work-from-home programs as well as investing in more efficient machinery.	*
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.	DASCO has not been issued any such label or rating.	*
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.	We do not meet any of these certifications. Many of our Key Dealers are WMBE, SBE, Veteran owned, Women Owned.	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	Dasco manufactures a wide variety of unique storage solutions that are based on two main characteristics 1. Quality and 2. Service. We do not compromise on the construction of our products to meet the lowest price on the market. Our goal is long term Value for our Dealers and in tern their customers.	*

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?	DASCO's warranties do cover all products, parts, and labour.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty does not impose specific usage or other restrictions, outside of identifiable improper use.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our warranty covers all expenses, including technicians travel & mileage.
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?	Certain geographic regions (non-Continental USA, Canada's Far North) are inaccessible for our technicians. In these instances, we provide new products to replace any defective items, up to and including replacement of the full installation as needed.
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?	We offer limited warranty of 3rd party integrated materials (ie locks) of up to 5 years, to match our standard warranty services (repair/replace, covering of all service costs)
51	What are your proposed exchange and return programs and policies?	DASCO's return policy includes a 15% restocking fee for any items simply deemed "unwanted" after delivery. Exchanges that require returning of goods will be accepted with no restocking charges, however the return freight will be the responsibility of the purchasing entity.
52	Describe any service contract options for the items included in your proposal.	DASCO items do not require an ongoing service contract, outside of our warranty services for any defective items.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Our standard Payment terms are Net 30 Days. We accept checks, EFT, and credit cards.
54	Describe any leasing or financing options available for use by educational or governmental entities.	We do not offer Leasing or Financing options. Our Government and Educational. We do accept credit card purchases, should that be the customer's preferred method of payment
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.	We would create a customer friendly order form for standard preconfigured products. We have created these for a couple of Military customers. Examples are not available.
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?	No additional cost

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	All prices are a net cost to the Sourcwell community. There are two price guides available, one for Canada and one for the United States. Freight and any applicable taxes are extra.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discount off standard standard list prices is 35%.
59	Describe any quantity or volume discounts or rebate programs that you offer.	We do not have a Volume or Rebate program.
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.	It is not uncommon, that we manufacture "non-standard products" based on a unique need of a customer. in this case, a list price is established, and the Sourcwell discount of 35% would be applied. Non-standard prices are based directly on the quantity required
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.	if Installation is requested by a customer then this would be considered an additional cost. If on-site training is required by a customer, this would be an additional cost. These additional line items may be provided and priced by Dasco or by the selected Dealer/Distributor.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs are based on the delivery address, as dock to dock delivery. If additional services are required, for instance, a rear lift gate on the truck, these costs are additional. for any cross border (Canada to the United States) all brokerage fees are included. We do not source the lowest cost freight carrier, as we prefer to have a long-term relationship with our freight providers as service, being responsible in handling the goods is very important to Dasco.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Dasco Manufactures and delivers products around the world. given this factor, we change our packaging to suit the destination. For instance, a weapons rack destined for Alaska could be handled by various delivery companies - rail, boat, smaller delivery vehicle and based on that we do recommend that the customer choses the option for export packaging. This would include fully crating the racks. This has been used for deliveries we have made to Hawaii, Puerto Rico, Guam, to name a few. This export packing is an additional cost
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All products ship fully welded & assembled. Whereas competitors would ship their products "knocked down" with assembly being the customer's responsibility, DASCO's products are ready to use out-ofbox and are most often pre-assembled to the exact internal specifications that each customer requires.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with 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.	Dasco uses a sophisticated ERP (Enterprise Resource Management) system which in addition to being extremely important in managing the manufacturing side of our business, it also is instrumental in the accounting, supply chain, procurement, and compliance. We currently use this system to track and report on our NMSO contract, in addition to the internal tracking of GSA sales and National Stock Number tracking. From a Sourcewell perspective, we would track all sales through the ERP, and this would provide Dasco with all the pertinent information to remit Vendor Reports and the Sourcewell Fee.
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.	Our CRM system not only tracks customer contact, but the complete sales cycle. We use this to assist our Sales Team to provide a customer contact that is meaningful, and based on the customer's requests. Weekly TEAMS meetings provides timely information on our successes, and more importantly, how we can improve the Customer experience. We engage our marketing Department to provide, in this case, Sourcewell potential customers, with educational information related to our Weapon Storage. Responses are tracked and help us to determine what common issues are trying to be solved.
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.)	1.5%

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>Tambour Storage Cabinet: Heavy-steel cabinet with bi-parting tambour door and tubular lock and padlock bar. Ideal for storing team weapons, accessories, and equipment, or secure file storage. Features DASCO Universal Back Panel to outfit modular components and plain profile of cabinet conceals storage to blend into offices and outposts.</p> <p>Swing-Gate Weapon Rack: Steel rack with perforated, swing-gate doors equipped with multi-point lock mechanism to keep weapons secure. Racks easily stack on top of each other, back-to-back, and side-to-side, or mounted to a wall or floor. Features DASCO Universal Back Panel to outfit modular components. Lock options available.</p> <p>Bi-Fold Weapon Rack: Ideal for saving space, perforated bi-fold doors reduce rack footprint while maintaining closed security. Racks easily stack on top of each other, back-to-back, and side-to-side, or mounted to a wall or floor. Features DASCO Universal Back Panel to outfit modular components. Lock options available.</p> <p>Stackable Weapon Locker: Heavy steel, perforated lockers ideal for storing individual officer's kits. Features DASCO Universal Back Panel to outfit modular components. Can be stacked with Swing-Gate Weapon Racks for full armory solutions. Lock options available.</p> <p>Expandable Weapon Rack: Versatile, open storage solution that accepts entire line of DASCO modular components. Easily expand the rack with growing inventories with additional panels, posts, and components. Available in double-sided configurations to create aisle space.</p> <p>Wall Mount Weapon Rack: Save floorspace with a military-grade wall-mounted rack. Accepts DASCO modular storage components.</p> <p>5-Drawer Storage Cabinet: Specialized components allow storage of up to 150 pistols, 1,000 pistol magazines, or 400 rifle magazines. Can also store batons,</p>

		<p>bolts, and other equipment. An optional rubber mat top is available to create a workstation.</p> <p>Tactical Locker: Heavy steel perforated lockers ideal for storing individual officer's kits. Features heavy-duty shelf and hangar bar, roll-out drawer, and DASCO Universal Back Panel to outfit modular components. Lockers can be outfitted with benches to create full changing room. Lock options available.</p> <p>Duty Bag Locker: Four compartment storage tower with individual lock mechanisms. Ideal for storing gear bags, cases, ammunition, and more.</p> <p>Mobile Weapon Cart: Easily transport up to 20 long guns and accessories across training rooms. Steering handles and heavy-duty casters with brakes ensure smooth transportation. Features DASCO Universal Back Panel to outfit modular components.</p> <p>TASER Cabinet: Securely store up to 20 non-lethal sidearms, with two TASER devices per drawer. Powered drawers are available, as are additional components for storing radios, cameras, and more.</p> <p>Pistol Storage Locker: 4-compartment tower that stores multiple sidearms in either 4x1 or 2x2 configurations. Each compartment is individually locked. These compact lockers can be mounted to any wall, stacked, or attached side-to-side.</p> <p>TA-50/Gear Locker: A military-grade perforated locker for storing uniforms, gear, and weapons. Features heavy-steel storage shelf, hangar bar, and two columns to outfit with DASCO Universal Back Panel components. Lock options available.</p> <p>Weapon E-Lockers: Fully traceable access controlled electronic lockers designed for individual weapon storage.</p> <p>Standard E-Lockers: Fully traceable access controlled electronic lockers with designated software options for private storage, shared assets, and evidence storage.</p> <p>Laptop Cabinet: Heavy-duty, powered storage for laptops and small electronics. Cabinets are vented and can be equipped with top-mounted fan for increased airflow. Standard cabinets store 14 laptops, while double-wide cabinets store 28.</p> <p>Computer Storage Cabinet: A secure, transportable desktop workstation. Fully powered and holds computer, rollout tray for keyboard and mouse, and printer. Cabinet is outfitted with louvred vents and a standard power bar.</p> <p>7-Compartment Storage Tower: Features individually locked and fully powered compartments to store small electronic devices such as laptops, tablets, and phones. Rear ventilation allows airflow through each compartment and cabinets can be mounted side-to-side or on top of each other.</p> <p>Corridor Lockers: Elite and Excalibur storage lockers offer our heavy-duty and standard strength school style lockers for individual storage. Suitable for schools, gyms, health care settings, and more.</p>
70	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<ul style="list-style-type: none"> • Government Storage • Weapon Storage • Evidence Storage • Controlled Access Storage • Military Storage • Law Enforcement Storage • School Lockers
71	<p>Describe how your products will help participating entities organize their inventory of products.</p>	<p>DASCO's comprehensive lineup of storage solutions is designed to bring unparalleled order and accessibility to any inventory system. From heavy-steel tambour cabinets to versatile weapon racks and expandable lockers, most products integrate the innovative DASCO Universal Back Panel, allowing for a high degree of modularity and customization. This means our clients can easily adapt their storage to meet changing needs, ensuring that equipment, weapons, files, and electronics are stored efficiently and securely. Whether it's consolidating gear in space-saving bi-fold racks, organizing sidearms in multi-compartment lockers, or managing electronic devices in powered cabinets, DASCO's offerings enable a highly organized, scalable approach to inventory management. The ease of stacking, expanding, and interlocking different units allows facilities to optimize their storage footprint, while the various lock options maintain the highest level of security. For law enforcement, military, or corporate settings, DASCO ensures that every item has its place, is easy to locate, and is secure yet readily accessible when needed—streamlining operations and enhancing overall efficiency.</p>

72	Describe the ability to adapt your products through modification or replacement to address obsolescence resulting from advances in technology.	The adaptability of our product line is a hallmark of DASCO's design philosophy. Central to this flexibility is the DASCO Universal Back Panel — a versatile modular storage system that supports approximately 100 specialized components. This innovative design ensures that components can be effortlessly reconfigured and are interchangeable across different storage systems. Our cabinets, lockers, and racks are engineered for scalability to meet evolving storage demands. They are conceived to expand seamlessly with the customer's needs, affirming our commitment to providing adaptable, future-proof storage solutions.
73	Describe how any included software has improved the functionality and ease of use for your physical storage solutions.	<p>DASCO has revolutionized secure storage with our line of electronic lockers (E-Lockers), which feature advanced proprietary software to manage controlled access with comprehensive traceability and detailed reporting capabilities. This software is adaptable, offering specialized solutions for both general storage requirements and critical applications such as weapons and evidence storage for law enforcement.</p> <p>The versatility of our E-Locker system is evident in its operational flexibility — it can function autonomously using an internal database or be seamlessly integrated with a facility's existing database infrastructure. Multiple access options are available including dual-authentication, which requires both a PIN and RFID card, ensuring a high level of security.</p> <p>For police precincts, this secure access and the ability to trace and report are critical. It ensures that weapons are securely stored and that the chain of custody for evidence is meticulously maintained, aligning with the rigorous standards required for law enforcement operations.</p>
74	Describe your project design approach and related applications of technology.	<p>DASCO is a full-service solution provider that offers a high level of support from our sales and engineering teams to ensure tailored storage systems for every project. After a customer engages with our sales team, sales will put together a quote for a full solution including shipping and installation. Depending on the project scope, sales will either provide a proposed configuration of our modular storage products or engage with our engineering team to build a custom solution. For large-scale projects like armory buildouts, floor plans and supporting drawings will be provided to the customer. 3D rendering is used to communicate final proposals to all customers before submitting an order.</p> <p>Our use of visual communication through 3D renders and drawings ensures that our customers and sales teams are in alignment with each solution early in the order process, before any physical manufacturing begins and eliminates miscommunications or missed criteria.</p>

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

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

Line Item	Category or Type	Offered *	Comments	
75	Bins	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
76	Lockers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Corridor Lockers (traditional school lockers), TA-50/military-grade lockers, tactical police lockers	*
77	Secure storage	<input checked="" type="radio"/> Yes <input type="radio"/> No	Extensive modular secure storage options for office, facilities, educational, government, police, and military storage.	*
78	Vertical and horizontal shelving	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
79	Racking systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Expandable Weapon Racks are modular open storage racks for secure weapon, gear, and accessory storage. Racks can be outfitted with over 75 storage components.	*
80	Access and inventory control systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Line of electronic lockers (E-Lockers) suitable for weapon storage, evidence storage, private storage, and shared assets. E-Lockers have an in-kiosk computer with either an independent database of users, or integrated with an existing facility's database for controlled access and full traceability.	
81	Portable or mobile storage solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Portable/mobile weapon storage solutions include the mobile weapon cart and select cabinets with built-in handles for transportation.	
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	DASCO is a full-service provider, offering tailored solutions with 3D renderings ahead of order placement, installation, and warranty contracts for all products. E-Locker products include permanent software licenses and tech-support with optional software updates on release.	

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 *
No we do not.	<input checked="" type="radio"/> Yes <input 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](#) - Pricing.zip - Thursday November 09, 2023 14:10:45
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - DASCO Weapon Storage Catalogue.pdf - Thursday November 09, 2023 12:23:31
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Statement.pdf - Monday November 06, 2023 10:49:40
- [Standard Transaction Document Samples](#) - Sample Order Confirmation.pdf - Thursday November 09, 2023 14:11:53
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Dasco Weapons Elocker digital.pdf - Thursday November 09, 2023 14:15:39

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to 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. - James Smith, Director of Sales, DASCO Storage Solutions, Ltd.

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