



Solicitation Number: RFP #121923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Taber Group LLC, 1301 Texas Star Pkwy., Euless, TX 76040 (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 Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 3.

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 February 27, 2028, 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. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

Failure to request certificates of insurance by 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 Sourcwell if this certification changes at any time.

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Taber Group LLC

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/11/2024 | 10:58 AM CDT

DocuSigned by:
Jim Johnson
3AF978935DDD479...
By: _____
Jim Johnson
Title: New Business Development
Date: 3/11/2024 | 10:16 AM CDT

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name: iTAD Solutions
Does your company conduct business under any other name? If yes, please state: taber Group
Address: 1301 Texas Star PKWY
Euleless, Texas 76040
Contact: Jim Johnson
Email: jim@itadsolutions.com
Phone: 469-667-8415
Fax: 469-667-8415
HST#: 84-3254752

Submission Details

Created On: Thursday December 07, 2023 09:47:47
Submitted On: Tuesday December 19, 2023 10:46:54
Submitted By: Jim Johnson
Email: jim@itadsolutions.com
Transaction #: 6f9f30b4-adc7-4d04-88a9-1a1e14909fcf
Submitter's IP Address: 70.119.146.45

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")	Taber Group LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Jim Johnson New Business Development Phone 844-373-4823 Mobile 469-667-8415 Web www.withmender.com Email jim@withmender.com 1301 Texas Star Parkway, Euless, TX 76040 NA
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	DBA: mender
4	Provide your CAGE code or Unique Entity Identifier (SAM):	JNCPLXRG6N78
5	Proposer Physical Address:	1301 Texas Star PKWY Euless Tx 76040
6	Proposer website address (or addresses):	https://www.withmender.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):	Jim Johnson New Business development 469-667-8415 jim@withmender.com 1301 Texas Star PKWY Euless Tx 76040
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jim Johnson New Business development 469-667-8415 jim@withmender.com 1301 Texas Star PKWY Euless Tx 76040
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Robert Erwin VP sales robert@withmender.com 713-870-5331 1301 Texas Star PKWY Euless Tx 76040

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>mender is a Full-Service IT Asset Disposition (ITAD) company that is planet focused on recycling, remarketing, data destruction, & global Solutions.</p> <p>Since October of 2019, we are mender, a company on a mission to solve problems and save the planet (no biggie). As an IT asset disposition company, we're all about turning your old tech trash into treasure and promoting circularity by extending the life of IT assets through recycling and resale.</p> <p>mender is here to offer a better way forward for our planet and our clients by providing custom-tailored ITAD solutions. mender's mission is to offset the demand for mining growth and mend the relationship between corporations and the natural world by promoting a circular economy.</p> <p>With a deep understanding of global resale and recycling markets, recycling technologies, and compliance and governance concerns, we tailor our services to suit your unique needs and goals, making sure you get a plan that works for you. By helping companies reduce their environmental impact through our ESG-focused services, we're proud to say we're making a difference, one piece of tech at a time.</p> <p>We are R2V3 Certified along with ISO 9001, 14001, and 45001 certified. We wipe hard drives to current NIST and DoD standards.</p> <p>At Mender, we're mad about corporate responsibility. We know that Scope 3 emissions can be a real buzzkill — so we work tirelessly to reduce their environmental impact.</p> <p>Our Sustainability services, including ESG reporting and Carbon Impact Reporting, help businesses improve their environmental, social, and governance efforts — and we're pretty darn good at it if we do say so ourselves.</p> <p>Our IT Asset Disposition solutions aren't just good for the planet — they're good for business, too. We help our clients achieve their sustainability goals while ensuring working devices are reused, and end-of-life electronics are recycled responsibly.</p> <p>So let's team up and show the planet some love. Join us in the fight for a more sustainable future (because, let's face it, who doesn't love a happy ending?).</p> <p>mender has pledged to donate 5% of our profits to support land and wildlife conservation.</p> <p>The top IT asset disposition company that's all about turning your old tech into treasure and promoting circularity by extending the life of IT assets through recycling and resale</p> <p>Remarketing Solutions, recycling and ESG Solutions, test and repair, reverse logistics and redeployment, global IT platform, Data Center Decommission, data destruction,</p>
11	What are your company's expectations in the event of an award?	<p>mender is excited about the opportunity through Sourcwell to educate your members as to their responsibility they have to properly dispose of and protect their brand through certified data wiping of all their retiring and decommissioned IT assets. We hope to grow our brand and bring additional exposure to the benefits of being a Sourcwell member through our unique service that we offer. We look to we help your members improve Their environmental, social, and governance efforts</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>If awarded; mender would be happy to share additional information. since 2019 we have grown our revenues.</p> <p>2020 – 2.8M 2021 – 5.8M 2022 – 10.8M</p> <p>our D&B is 123162285</p>
13	What is your US market share for the solutions that you are proposing?	<p>We know of no study that would give a good estimate of that. There are global companies, regional, state, and city mom and pops. We are global and have 120 global partners throughout the world.</p> <p>We processed over 1 million devices in 2022 in 113 countries. Only 17% of the world's E-waste is currently recycled.. That equates to 40M tons of electronic waste every year that is not processed properly. That is equal to thrown away 800 laptops every second.</p> <p>1.5m acres of US land have been disturbed by mining activities.</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>Same is true with Canada, Canada is one of the 113 countries we processed materials. We are looking to grow our presence in the Canadian market and Sourcwell would be an excellent opportunity to do so with.</p>

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Never
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>We are a service provider to our customers. We are a wholesaler and a retailer in the remarketing of devices. That is where the revenue is generated in which we do a revenue share back to your members.</p> <p>Our Sales force is all employed full time by mender. We have a coordinator that works with our global partners. Our Sales force has well over 50 years' experience in working with. customers. All Services being provided through Sourcewell will be through our in-house sales force.</p>
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>I will attach copies of our certifications. We are R2V3 Certified along with ISO 9001, ISO 14001 and ISO 45,001. We are audited quarterly for all certifications. We wipe and destroy hard drives to current NIST and DoD standards. All of our global partners must be R2V3 certified as well for mender to maintain our R2V3 Certification</p> <p>What is R2v3? The R2v3 standard was released in July 2020 by Sustainable Electronics Recycling International (SERI) and is the second major revision or upgrade of the R2 standard since 2013, when the first revision was released.</p> <p>R2v3 certification is a voluntary sustainability standard that certifies responsible electronics processors. IT Asset Managers partnering with ITAD companies with R2v3-certified infrastructure can have increased confidence that their sensitive data is destroyed, that electronics with residual value will be reused, and that their assets won't end up in a landfill or in a dumping ground halfway around the world.</p> <p>Furthermore, ITAD companies that have R2v3 certification are in a stronger position to assure customers of the efficacy of their data destruction and waste management practices.</p> <p>Why is R2v3 important? Correctly handling end-of-life laptops, desktops, tablets, enterprise equipment, data center cloud equipment, and smartphones involves a carefully managed sequence of decisions and processes that presents multiple areas of risk. R2v3 places particular emphasis on mitigating two such risks:</p> <p>Data protection Companies may consider security their highest priority while data-containing electronics are in their possession, but many organizations falsely assume their risk ends once that equipment is sold or transferred to a third party.</p> <p>The Ponemon Institute's Third Annual Study: Data Risk in the Third-Party Ecosystem found that among more than 1,000 CIOs and security professionals surveyed, almost 60% of respondents had experienced a data breach caused by a third-party service provider.</p> <p>Several studies conducted in the past few years have also found that many second-hand electronics sold on popular online marketplaces had not been properly sanitized of data, including corporate emails, spreadsheets, financial projections, personal identification numbers, and other sensitive and proprietary information.</p> <p>R2v3-certified facilities reduce risks and brand damage by undergoing rigorous annual audits conducted by an accredited third-party certification body. This annual audit verifies that they are adhering to industry best practices for data security, sanitization, and electronics sustainability as established in the R2v3 standard.</p> <p>Environmental risks According to the 2020 Global E-waste Monitor report, 53.6 million tons of e-waste were generated last year, of which only 17.4% were recycled. The rest was mostly dumped or burned, sacrificing much of the value from the precious metals and commodities contained in the devices and causing tremendous harm to the environment and to public health and safety.</p>

		<p>Choosing R2-certified facilities can play a big part in a company's corporate social responsibility (CSR) and environmental, social, and governance (ESG) plans. By design, the R2 standard is built for a sustainable circular economy, so using R2v3-certified facilities helps companies meet their sustainability goals.</p> <p>Structurally, the R2 standard is intentionally aligned with circular economy and sustainability principles. R2-certified facilities are required to reuse electronics when possible and to recover materials that are recyclable (even when it costs more to recycle than to dispose of the equipment).</p> <p>With this steadfast approach, the R2 standard has been driving progress toward a sustainable circular digital economy for more than 10 years, bridging the digital divide with refurbished electronics and protecting the environment through responsible practices.</p> <p>Since the R2 standard isn't just a management system and instead focuses on outcomes, R2 certification creates the governance to verify that used electronics are handled responsibly and sustainably. Nearly every business in the world uses electronics (IT assets). When businesses upgrade their IT assets, they can thus further their ESG goals simply by selecting an R2-certified vendor to carry out this process.</p> <p>How is R2v3 different from previous iterations of the R2 standard? R2v3 Appendices A–F — Facilities and process requirements R2v3 introduces a new design that recognizes the diversity in types of facilities, from collectors to ITAD, to returns and recycling. The new structure of the core requirements applies to all R2 facilities and process requirements for specialized operations (Appendices A–F) differentiate between distinct types of R2-certified facilities. While recyclers will certify to Appendix E for materials recovery, for example, ITAD companies will certify to Appendix C for test and repair and to Appendix B for logical sanitization.</p> <p>R2v3 Appendix B — Data sanitization process requirement In an evolution from previous versions, R2v3 has internalized the data security and data sanitization requirements. R2v3 no longer relies on other standards; rather, R2v3 includes the most rigorous data sanitization requirements in Appendix B. These data erasure guidelines are specific to the areas below:</p> <p>Enhanced security controls and monitoring systems Traceability from receipt to sanitization Video recordings of physical destruction When logically erased, software-generated records are created for each serial number Equipment is cleared of any locks, logins, or passwords to cloud services Verified sanitization by the Data Protection Representative R2v3 Appendix D — Specialty electronics reuse R2v3 includes a new process (Appendix D) for the processing of specialty electronics, such as commercial telecom equipment, medical equipment, or laboratory equipment – a segment of the ITAD industry that often requires sophisticated test equipment and simulations to determine functionality. Due to the cost and scarcity of such test equipment, most vendors find it challenging to test specialty electronics for functionality under typical conditions. To increase the legitimate reuse of specialty equipment, R2v3 establishes an alternative path of control from decommissioning to reuse.</p> <p>Code of practices (COP) Another significant change from the previous version of R2 is that R2v3 will not allow for multiple sites to be connected under one certification. Every site has to be independently certified, which ensures controls and standards are in place for every facility. The flows of waste materials will need to be audited annually to final disposition of material for every downstream transfer of waste, unless the downstream is also R2v3 certified.</p>
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We have never been suspended nor have we had any debarment incidents. We hold current contracts with TIPS and GoodBuy

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Being R2V3 is an certification / award that you must earn.</p> <p>The R2:2013 Standard is the leading global certification standard for the electronics reuse and recycling industry, originally created with guidance from the Environmental Protection Agency (EPA). The R2 Standard requirements are designed to protect people, protect the environment, protect data, and preserve resources.</p> <p>To continually stay up-to-date and maintain best practices, standards need to evolve as businesses do. Therefore The Sustainable Electronics Recycling International (SERI) Board of Directors has approved R2v3, an update to the R2:2013 electronics recycling and reuse standard.</p> <p>What are the key changes captured in the new R2v3 standard? Increased emphasis on data protection: With data protection being at the forefront of business concerns, incorporating data protection in this new version makes it clearer to understand what's required for handling data-bearing devices. These strengthened data security controls tackled in R2v3 ensures the quality and effectiveness of refurbishment, as well as testing, repairing, and reusing appliances.</p> <p>Strengthened Requirements: Part of the latest update is to strengthen requirements in order to reduce risk and adverse outcomes while still allowing innovative processes and methods to achieve consistent results. This includes managing the flow of material through downstream vendors, especially in those areas regarding data protection, as well as environmental health and safety requirements.</p> <p>Core and Process Requirements: R2v3 has recognized that different facility types have different specialties and therefore reorganized the requirements into two sections:</p> <p>“Core Requirements” which apply to all R2 Certified Facilities AND</p> <p>“Process Requirements” which apply only to facilities that perform specific processes.</p> <p>This will allow customers to have further clarity into the capabilities and expertise of each R2 facility as well as making R2 more achievable and affordable for small and startup facilities, which are yet to engage in the full scope of R2 processes.</p> <p>Expectations R2v3 continues to be focused on outcomes but recognizes there can be multiple, equally effective ways to achieve the same result. However, R2v3 does add prescription in some areas to improve understanding and consistency of the expected outcomes.</p> <p>What are the key benefits of R2 recycling certification? Promotes safe and effective recovery and reuse of electronic equipment and materials Guards downstream control of the recycling chain Minimizes environmental and public health risks Demonstrates compliance with domestic and international laws Minimizes liability and encourages reduced insurance costs for recyclers Assists original equipment manufacturers (OEM's) with due diligence for their end-of-life electronics Instills public confidence through certified third party review Downstream recycling traceability chains. (downstream suppliers must provide exact names and locations of facilities handling recycling until final disposal. The material must be tracked downstream –if the material goes to 20 different entities until recycled, documentation will be required) Conclusion and next steps: R2v3 expands on the requirements of several different areas, such as data protection, testing, repairing, environmental responsibility, and new opportunities for companies specializing in specific processes.</p> <p>By certifying to this standard through an accredited third-party certification body, electronics recyclers can help prospective customers make informed decisions and have increased confidence that used electronic equipment have been managed in an environmentally responsible manner. Certification to R2 allows electronics recyclers to highlight their value to customers, employees, their community, and the public.</p> <p>R2:2013 will continue to be valid through the transition period until July 1, 2023. If you hold the R2 standard and need assistance with this transition, IMSM can help. Or, if you are interested in implementing R2v3, contact us today for more information.</p>
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20	What percentage of your sales are to the governmental sector in the past three years	Currently 5 % of our sales are to public and government entities.	*
21	What percentage of your sales are to the education sector in the past three years	Currently 15% of our devices come from education. Universities, public schools and private schools. just this past year, we have been awarded over 15 contracts with ISD's.	*
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?	We have only just recently been awarded TIPS. TIPS Contract 230302 (Data Center Hosting, Sales, and Service).and GoodBuy 2 -24 4D000 Computer: Hardware/Peripherals/Networking Equipment/Repair/Service. Each of these contracts have been awarded in the past 6 months and we are just now starting to see the results of our marketing efforts and the benefits of marketing to their members, No sales YTD. I was specifically brought on to expanded these markets. and we are aggressively pursuing their members.	*
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?	currently none	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Dallas Independent School district	Lyn Wilkerson	972-581-4109	*
Garland ISD	Austin Arden	903-746-6769	*
City of Grand Prairie	Matt Romo	(972) 237-8407	*
San Antonio ISD	Art Ibarra	210-244-2900	

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 *	
Dallas Independent School district	Education	Texas - TX	We processed retiring IT assets and recycle or remarket devices. We do a revenue share back to DISD	\$1.5 million	\$1.5	*
Garland ISD	Education	Texas - TX	We processed retiring IT assets and recycle or remarket devices. We do a revenue share back to GISD	\$200k	\$200k	*
City of Grand Prairie	Government	Texas - TX	We processed retiring IT assets and recycle or remarket devices. We do a revenue share back to Grand Praire. We did over 1600 onsite hard drive destructions,	\$50k	\$50k	*
San Antonio ISD	Education	Texas - TX	We processed retiring IT assets and recycle or remarket devices. We did this as a third party for E-Tech, SAISD received a credit for future purchases through E-tech	\$150K	\$150k	*
UT SW medical	Education	Texas - TX	We processed retiring IT assets and recycle or remarket devices.	\$125k	\$125k	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell 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.	6 Full time salespeople. 5 in Texas 1 in Seattle
27	Dealer network or other distribution methods.	120 global partners
28	Service force.	20 people service the device we collect and process to be either recycled, refurbished, or remarketed.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>First, we meet with each client to get an understanding of their recycling or sustainability goals and directives. We need to understand the compliances that their organization adheres to. Do they want hard drives wiped or shredded?</p> <p>We then write up a statement of work which gives the client directions on how we will handle their devices and gives instructions to our service team as to how devices will be handled.</p> <p>Pick-up is then arranged to securely have their devices pick-up and a chain of custody is established. White glove service can be provided upon request.</p> <p>Devices are then brought back to our processing facility in Euless, Texas.</p> <p>An initial audit is done to ensure we received the proper devices are received. We compare typically to an asset list provided by your member. and discrepancies are noted.</p> <p>Each device will go through an initial triage to establish the devices grade and conditions (working / not working) and where does it fall within today's technology guidelines, (value on the resale market, no value & to be recycled)</p> <p>Items are tested and hard drives are wiped or shredded. All asset stickers are removed, devices cleaned and made ready for wholesale or retail sale.</p> <p>Devices that fail the cut line, may have value in their parts: processor, hard drive, memory and video card. Those parts are harvested and resold.</p> <p>All along there is a paper trail and full transparency and reporting back to the member.</p> <p>It typically takes 45-60 days to sell off all the items and settle with the client.</p> <p>85% of the time, the client has a check coming to them from the revenue share in the resale of their devices. The other 15% there is an invoice for the cost of fees to drive wipe, audit and test.</p> <p>The customer will receive a check or an invoice along with full reporting on each device received.</p> <p>We provide ESG and carbon offsets reporting as well.</p>
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.	immediate response. typically, logistics can be arranged within 72 hours to have products picked up. often it depends on the availability from your member in having the devices ready for pick-up.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We cover all of the US and US territories and have the resources to provide white glove services to all.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We cover all of Canada and have the resources to provide white glove services to all.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There is no area in North America in which we cannot service.

34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	mender has the capabilities to sell to all sectors. government, education and non-profits. We have a national presence and the ability to service your members throughout all of North America	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are non, other than the cost of logistics. We have partners in the area that can insure pick-ups and processing.	*

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>1. contact all members via e-mail about our recent contract award. Make them aware of who is mender and what we do.</p> <p>2. email campaign providing white papers and how members can receive more for their assets then using an auction service.</p> <p>3. email campaign showing the mender process, or as what we like to call it, "the mender madness"</p> <p>Strong LinkedIn target campaign to reach all key personnel within your members organization that may be involved in the decision making process.</p> <p>invite to attend video conference to learn more about mender and ask questions.</p> <p>participate in trade shows geared toward Sourcwell members, education conferences, non-profit and government purchasing conferences.</p> <p>Send out brief power point marketing materials.as well as design marketing materials towards Sourcwell members.</p> <p>Pick-up the phone and dial. Call your members directly.</p> <p>Place LinkedIn posts direct toward participating groups and members.</p> <p>We will leave no stone unturned in our marketing efforts.</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We use Pipedrive as our CRM, we use Apollo for our mailing software, We use Surfe which direct links LinkedIn contacts with our Pipedrive CRM. though Pipedrive we can then create mail lists. We have a strong presence on LinkedIn and create frequent posts. We are individually tied to many groups on linkedin to repost to ensure our message is seen. We have a Facebook page that is growing. We use data to see who has visited our website.</p> <p>We are growing and have expanded our use of technology marketing and tripled our budget.</p>	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>We will list Sourcwell on our website if awarded. We will use Sourcwell to market to all our government, educational and non-profit organizations.</p> <p>We feel strongly that Sourcwell has provided us an invitation to the dance, but it is the job of mender to ask a girl to dance with us.</p> <p>We feel the Sourcwell endorsement will give us the blessing to be more aggressive in marketing to the segments you serve. Once awarded, our first email campaign to all members will be our recent contract award with Sourcwell.</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.	Yes, the member may reach out to us via our website and they can even schedule a pick-up, but after their initial contact with us through our website, mender will always reach out to your member via a phone call.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We will provide all the training that Sourcewell or your members are in need of. We have materials we can send for prepackaging. We have power points to view. We have videos on our website. We can do virtual lunch and learns. We can even go onsite to meet and train your members. Training, or as we like to call it our initial interview to learn about your member and their needs is standard.	*
41	Describe any technological advances that your proposed products or services offer.	Our service is unique, in that 85% of the time, your member is receiving a check back. Because of our vast network and global partners, we have the resources to market a member's devices to more sales opportunities and create a competitive bid, thus increasing the value and increasing the potential revenue share back to your members. We remarket devices to various channels, amazon, eBay, and to all our vast down streams. We have more buyers and because of that, it creates competition, which increase the price and increases the revenue share back to your members.	*
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.	<p>We started mender because we saw the need for a more sustainable approach to IT asset disposition. The term "ITAD solutions" had become saturated in our industry and didn't address the broader social and environmental impacts of our technology addiction. We wanted to push the goal to start mending the planet and humankind's relationship with it by doing our part. We go beyond traditional IT asset disposition (ITAD) solutions at mender. While we specialize in extending the life of IT equipment, we also work with our clients to introduce circularity into their IT divisions, supply chains, facilities, and operations. This approach allows us to help businesses cut corporate waste, reduce their environmental impact, and simplify IT Asset Disposition. We look at all "waste" streams as resources that need a well-solutioned program to allow their reintroduction into the value chain.</p> <p>We're all about circularity. A circular economy is a system that reduces waste, conserves resources, and keeps products and materials in use for as long as possible. It is a closed-loop system in which waste is converted into useful resources. We can reduce waste and extend the life of products and materials. This, in turn, can aid in preserving our planet's valuable resources and protecting the environment for future generations. Conclusion: We understand that technology will continue to advance and evolve, and we do not want to fight this progress. However, we can better utilize the resources that have already been extracted. By doing so, we can conserve our resources and preserve the earth's natural balance — allowing for the ongoing survival of the earth's greatest resource: humankind.</p> <p>At Mender, we're wild about wildlife and keeping Mother Nature in tip-top shape.</p> <p>Our business helps clients mend their relationship with the environment by giving used resources a second life and using our profits to preserve the planet.</p> <p>Why do we do it? Because, let's face it, without a healthy planet, humankind doesn't stand a chance (and we like being alive).</p> <p>So join us in taking the Mender Conservation Pledge, and let's keep this big, beautiful planet of ours thriving!</p>	*
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.	<p>All of the mender certifications are related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. R2V3, ISO 9001, 14001, 45001.</p> <p>We adhere to zero landfill.</p> <p>We provide your members with ESG and carbon offset reporting. we care about ESG</p>	*
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 qualify for any certification at this time.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Say goodbye to managing multiple vendors and hello to complete global coverage with Mender's audited and contracted partners.</p> <ul style="list-style-type: none"> •Our standardized pricing means you won't be surprised by hidden fees or inflated costs, regardless of location. <p>With Mender, reporting is streamlined and consistent across all locations. No more headaches from trying to decipher different formats and systems</p> <ul style="list-style-type: none"> •Get the most bang for your buck with our optimized value services. •We're all about sustainability, which is why we make it easy to eliminate waste and reduce carbon impact by processing within the same country or region. •Trust is key when it comes to ITAD, and we've got it covered. We offer secure, reliable, and compliant solutions all through one vendor •Our decades-old contracted and audited Partner Network means you can count on us to get the job done right, no matter where you are 	*
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Table 9A: 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?	there are no warranties in our process, we are not selling an item. We are giving you a revenue share based on the resale of your IT devices.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	NA	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	NA	*
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?	NA	*
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?	NA	*
51	What are your proposed exchange and return programs and policies?	NA	*
52	Describe any service contract options for the items included in your proposal.	NA	*

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	<p>Mender provides a full accounting of all products received through a Settlement reporting within 60 days of pickup, including:</p> <ul style="list-style-type: none"> Pickup Request (O-0XXXX) initiates receipt; and verifies quantities picked up at each location for matching and security purposes. Settlement Report noting all credits; charges and asset details. A Certificate of Recycling specifically identifying materials diverted from landfill. 	*
54	Describe any service standards or guarantees that apply to your services	mender Services Summary	

(policies, metrics, KPIs, etc.)

- Uniquely positioned as a true provider of full value recovery options from resale to End-of-Life processing
- Guarantee the secure and proper destruction of proprietary data in a compliant manner avoiding fines, improving the effectiveness of in-house resources and ultimately protecting the brand and reputation of GTS Technology Solutions and its clients.
- Abide by a ZERO landfill policy to help GTS Technology Solutions and its clients remain environmentally compliant and to ensure sustainability
- Fully insured.

mender Additional Details

- System auditing and reporting for asset management purposes.
- Data eradication (NIST800-88 standards); completely overwrites the drive (onsite and remote available)
- Hard-Drive shredding destroys the drive (onsite or remote available)
- E-Waste disposal meeting all Federal, State, Local and International environmental regulations for computers, monitors, printers, televisions, and more
- Refurbishing and remarketing of IT assets
- "White Glove" de-installation, transportation, secure warehousing and redeployment of IT and other assets for GTS Technology Solutions undergoing refreshes, relocations and downsizing
- Obsolete equipment recycling

Mender's comprehensive Solution Provides:

- Secure transportation of the equipment to the appropriate mender facility where it is:
 - o Received, Photographed, Labeled
 - o Triaged, audited and evaluated to determine "cut-line" for remarketing purposes
 - o Resale Qualified Equipment is:
 - Tested and Refurbished
 - All data is wiped to NIST 800-88 standards
 - Inventoried
 - Sold through multiple wholesale and retail channels.
 - Asset Management Reporting - includes Pickup locations, make, model, part number, serial number, asset tag, configuration, condition, & grading as defined by GTS Technology Solutions.
 - o Material not qualified for resale is destroyed & recycled. Certain fees may apply.
 - o Certified Destruction and Recycling

Our Process

Transportation

mender will pick up material promptly. Mender has an international network of logistics companies and other solutions providers we work with to provide global coverage. Logistics can be arranged according to the needs of each facility through mender. Freight is prepaid (by mender) and deducted from settlements.

Above "cutline" Items –Mender maintains "cutline" documentation in which the minimum equipment specifications are defined and kept up to date based on current market value and demand. Equipment that meets the minimum "cutline" specification is fully audited and tested for whole unit resale or part harvesting.

Items not qualified for resale - are properly recycled. Certain fees may apply.

Data Security

After testing, all data storage devices destined for resale are sanitized to NIST 800-88 Standards. Data security is of utmost importance to mender, and we will work with GTS Technology Solutions to make sure your data security standards are met. If necessary, hard drives and other data storage devices can be destroyed (see Sections Certified Witnessed Destruction and Certified Destruction). A Certificate of Destruction and Recycling is provided.

Asset Management Reporting

Some clients request a detailed Asset Accounting list with each specific item identified by make, model, serial number and asset tag number. mender will provide that level of detail on an Excel spreadsheet in hard and / or soft copy via our web-based portal. (See Processing Charges).

Resale

Upon audit, testing and data sanitization completion, equipment is inventoried and becomes available for our Product Sales Team to market internationally. mender vets all the potential buyers to ensure the equipment will be distributed into the proper

	<p>channels and that any non-working assets are recycled properly. mender markets equipment via several channels including e-Bay, wholesalers, retailers and long-established purchasing arrangements with other vendors and resellers.</p> <p>Revenue Share Material is received by lot and the material for resale is either sold or purchased by mender based on fair market value within 45 days of receipt. (See Revenue Sharing) The revenue from the sale of equipment is received and an accounting of that sale is posted. A Settlement document is generated noting the revenue received and any process and recycling charges incurred which are credited against the resale revenue and a check for the balance or an invoice for the difference is sent to GTS Technology Solutions .</p> <p>Recycling Compliance Management Per R2 certification requirements, all downstream recyclers and refiners are audited to document their use of the material shipped to them from mender. (A copy of all downstream vendors is provided upon request, via the mender Audit Package)</p>
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	85% of the time, mender will owe payment to the Sourcewell member. If a Sourcewell member receives an invoice, terms are net 30. We accept Credit Card, Check, or wire transfer, ACH. We will make payment by check or ACH, wire transfer
56	Describe any leasing or financing options available for use by educational or governmental entities.	NA
57	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 have our standard statement of work which will be attached. That is our only document.
58	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?	We charge an additional 3% for any credit cards.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Our typical revenue share is 60%. We give Sourcewell and it's members an additional 5% making the revenue share 65% for all Sourcewell members</p> <p>We charge the following fees for processing devices.</p> <p>US DOMESTIC SERVICES SCHEDULE</p> <table border="1"> <thead> <tr> <th>ITEM</th> <th>Description</th> <th>Service Fee</th> </tr> </thead> <tbody> <tr> <td>Audit Reporting</td> <td>Make, Model, Serial Number, Asset Tags, Weights, Sustainability reporting.</td> <td>\$4.95</td> </tr> <tr> <td>Testing - Tier 1</td> <td>Non Computing Devices</td> <td>\$7.65</td> </tr> <tr> <td>Testing - Tier 2</td> <td>Computing Devices</td> <td>\$9.95</td> </tr> <tr> <td>Data Destruction (Wipe)</td> <td>NIST Wipe or Shred</td> <td>\$5.25</td> </tr> </tbody> </table> <p>Processing Charges – Global Program</p> <p>GLOBAL SERVICES SCHEDULE</p> <table border="1"> <thead> <tr> <th>ITEM</th> <th>Description</th> <th>Service Fee</th> </tr> </thead> <tbody> <tr> <td>Asset Management</td> <td>Make, Model, Serial Number, Asset Tags, Weights, Sustainability reporting.</td> <td>\$5.80</td> </tr> <tr> <td>Testing - Teir 1</td> <td>Non Compute Devices -</td> <td>\$11.30</td> </tr> <tr> <td>Testing - Teir 2</td> <td>Compute Devices</td> <td>\$13.05</td> </tr> <tr> <td>Data Destruction (Wipe)</td> <td>NIST Wipe or Shred</td> <td>\$ 7.30</td> </tr> </tbody> </table>	ITEM	Description	Service Fee	Audit Reporting	Make, Model, Serial Number, Asset Tags, Weights, Sustainability reporting.	\$4.95	Testing - Tier 1	Non Computing Devices	\$7.65	Testing - Tier 2	Computing Devices	\$9.95	Data Destruction (Wipe)	NIST Wipe or Shred	\$5.25	ITEM	Description	Service Fee	Asset Management	Make, Model, Serial Number, Asset Tags, Weights, Sustainability reporting.	\$5.80	Testing - Teir 1	Non Compute Devices -	\$11.30	Testing - Teir 2	Compute Devices	\$13.05	Data Destruction (Wipe)	NIST Wipe or Shred	\$ 7.30	*
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60	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.	We have discounted to Sourcewell 15-20% off our normal fee structure and added 5% to the revenue share back to the Sourcewell member	*																														
61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>their are discounts available for drive destruction based on quantity.</p> <p>1-500 standard pricing 501-1000 \$.75 discount per drive 1001-1500 \$.75 additional discount per drive 1501-2500 \$.75 additional discount per drive 2501-5000 \$.50 additional discount per drive 5001+ \$.25 additional discount per drive.</p> <p>form will be attached.</p>	*																														
62	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.	NA	*																														
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>only additional cost may be for white glove service. That is, if your client requests that we come and package the devices for shipping. That additional cost is quoted on a case by case basis.</p> <p>Transportation mender will pick up material promptly. Mender has an international network of logistics companies and other solutions providers we work with to provide global coverage. Logistics can be arranged according to the needs of each facility through mender. Freight is prepaid (by mender) and deducted from settlements. Above “cutline” Items –Mender maintains “cutline” documentation in which the minimum equipment specifications are defined and kept up to date based on current market value and demand. Equipment that meets the minimum “cutline” specification is fully audited and tested for whole unit resale or part harvesting.</p> <p>Items not qualified for resale - are properly recycled. Certain fees may apply.</p>	*																														
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Transportation mender will pick up material promptly. Mender has an international network of logistics companies and other solutions providers we work with to provide global coverage. Logistics can be arranged according to the needs of each facility through mender. Freight is prepaid (by mender) and deducted from settlements.</p>	*																														

65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Transportation mender will pick up material promptly. Mender has an international network of logistics companies and other solutions providers we work with to provide global coverage. Logistics can be arranged according to the needs of each facility through mender. Freight is prepaid (by mender) and deducted from settlements.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Transportation mender will pick up material promptly. Mender has an international network of logistics companies and other solutions providers we work with to provide global coverage. Logistics can be arranged according to the needs of each facility through mender. Freight is prepaid (by mender) and deducted from settlements. Data Security After testing, all data storage devices destined for resale are sanitized to NIST 800-88 Standards. Data security is of utmost importance to mender , and we will work with Sourcwell to make sure your data security standards are met. If necessary, hard drives and other data storage devices can be destroyed (see Sections Certified Witnessed Destruction and Certified Destruction). A Certificate of Destruction and Recycling is provided	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We are committed to offering same pricing that we offer through our other purchasing contracts we have been awarded, and not violating any other commitments. to those contracts, just as we would Sourcwell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	All Sourcwell clients / members will be identified in our ERP which is Razor, as a Sourcwell client. Sourcwell will be the main title / member name. that way we can automatically run reports as requested. Razor can run reports by customer and then monthly or quarterly. As you provide settlements for your clients, we can provide a settlement report to Sourcwell by each client served..	*
69	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.	it's very simple. Number of new Sourcwell clients, number of Sourcwell client devices processed, the amount of resale value for Sourcwell clients and the ESG and Carbon offset report for Sourcwell Clients.	*
70	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Mender is committed to a 2% administrative fee. That means 2% of any processing fees we charge for processing devices and 2% of any revenue share back that mender receives as part of our 35% revenue share. That way the Sourcwell Client will receive their full share of 65%. Our revenue share agreement is 65% / 35%. 65% to the client, 35% to mender, of which Sourcwell receives 2%..	*

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

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of “REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES,” Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases.”

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

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

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>mender Services Summary</p> <ul style="list-style-type: none"> Uniquely positioned as a true provider of full value recovery options from resale to End-of-Life processing Guarantee the secure and proper destruction of proprietary data in a compliant manner avoiding fines, improving the effectiveness of in-house resources and ultimately protecting the brand and reputation of Sourcewell and its clients. Abide by a ZERO landfill policy to help Sourcewell and its clients remain environmentally compliant and to ensure sustainability Fully insured. <p>mender Additional Details</p> <ul style="list-style-type: none"> System auditing and reporting for asset management purposes. Data eradication (NIST800-88 standards); completely overwrites the drive (onsite and remote available) Hard-Drive shredding destroys the drive (onsite or remote available) E-Waste disposal meeting all Federal, State, Local and International environmental regulations for computers, monitors, printers, televisions, and more Refurbishing and remarketing of IT assets “White Glove” de-installation, transportation, secure warehousing and redeployment of IT and other assets for Sourcewell undergoing refreshes, relocations and downsizing Obsolete equipment recycling <p>Service Overview Outline Reporting</p> <p>Mender’s comprehensive Solution Provides:</p> <ul style="list-style-type: none"> Secure transportation of the equipment to the appropriate mender facility where it is: <ul style="list-style-type: none"> Received, Photographed, Labeled Triaged, audited and evaluated to determine “cut-line” for remarketing purposes Resale Qualified Equipment is: <ul style="list-style-type: none"> Tested and Refurbished All data is wiped to NIST 800-88 standards Inventoried Sold through multiple wholesale and retail channels. Asset Management Reporting - includes Pickup locations, make, model, part number, serial number, asset tag, configuration, condition, & grading as defined by Sourcewell . Material not qualified for resale is destroyed & recycled. Certain fees may apply. Certified Destruction and Recycling <p>Our Process</p> <p>Transportation</p> <p>mender will pick up material promptly. Mender has an international network of logistics companies and other solutions providers we work with to provide global coverage. Logistics can be arranged according to the needs of each facility through</p>

		<p>mender. Freight is prepaid (by mender) and deducted from settlements. Above "cutline" Items –Mender maintains "cutline" documentation in which the minimum equipment specifications are defined and kept up to date based on current market value and demand. Equipment that meets the minimum "cutline" specification is fully audited and tested for whole unit resale or part harvesting.</p> <p>Items not qualified for resale - are properly recycled. Certain fees may apply.</p> <p>Data Security After testing, all data storage devices destined for resale are sanitized to NIST 800-88 Standards. Data security is of utmost importance to mender , and we will work with Sourcewell to make sure your data security standards are met. If necessary, hard drives and other data storage devices can be destroyed (see Sections Certified Witnessed Destruction and Certified Destruction). A Certificate of Destruction and Recycling is provided.</p> <p>Asset Management Reporting Some clients request a detailed Asset Accounting list with each specific item identified by make, model, serial number and asset tag number. mender will provide that level of detail on an Excel spreadsheet in hard and / or soft copy via our web-based portal. (See Processing Charges).</p> <p>Resale Upon audit, testing and data sanitization completion, equipment is inventoried and becomes available for our Product Sales Team to market internationally. mender vets all the potential buyers to ensure the equipment will be distributed into the proper channels and that any non-working assets are recycled properly. mender markets equipment via several channels including e-Bay, wholesalers, retailers and long-established purchasing arrangements with other vendors and resellers.</p> <p>Revenue Share Material is received by lot and the material for resale is either sold or purchased by mender based on fair market value within 45 days of receipt. (See Revenue Sharing) The revenue from the sale of equipment is received and an accounting of that sale is posted. A Settlement document is generated noting the revenue received and any process and recycling charges incurred which are credited against the resale revenue and a check for the balance or an invoice for the difference is sent to Sourcewell .</p> <p>Recycling Compliance Management Per R2 certification requirements, all downstream recyclers and refiners are audited to document their use of the material shipped to them from mender. (A copy of all downstream vendors is provided upon request, via the mender Audit Package)</p>
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Full Service IT Asset Disposition (ITAD) IT and E-waste recycling. IT remarketing, data destruction, Sale and lease of refurbished IT equipment IT repair services IT sale of refurbished and new parts

*

Table 15A: Category 1 - 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
74	Computer hardware, including desktops, laptops, tablets, and related devices;	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do have refurbished equipment from time to time. All models all manufactures. Listed through our amazon mender renew store. contact mender to receive a 15% discount on any products
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do have refurbished equipment from time to time. All models all manufactures. Listed through our amazon mender renew store. contact mender to receive a 15% discount on any products
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do have refurbished equipment from time to time. All models all manufactures. Listed through our amazon mender renew store. contact mender to receive a 15% discount on any product.
77	Software related to the purchase of the equipment described in Lines 74-76 above;	<input type="radio"/> Yes <input checked="" type="radio"/> No	
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>We're a company on a mission to solve problems and save the planet (no biggie). As an IT asset disposition company, we're all about turning your old tech trash into treasure and promoting circularity by extending the life of IT assets through recycling and resale.</p> <p>mender is here to offer a better way forward for our planet and our clients by providing custom-tailored ITAD solutions. mender's mission is to offset the demand for mining growth and mend the relationship between corporations and the natural world by promoting a circular economy.</p> <p>With a deep understanding of global resale and recycling markets, recycling technologies, and compliance and governance concerns, we tailor our services to suit your unique needs and goals, making sure you get a plan that works for you. By helping companies reduce their environmental impact through our ESG-focused services, we're proud to say we're making a difference, one piece of tech at a time.</p>
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response
80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	
82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	

Table 16A: Category 2 - 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
84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	<input type="radio"/> Yes <input checked="" type="radio"/> No	
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control, video management, and managed physical security services;	<input type="radio"/> Yes <input checked="" type="radio"/> No	
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	<input type="radio"/> Yes <input checked="" type="radio"/> No	
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	<input type="radio"/> Yes <input checked="" type="radio"/> No	
88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	<input type="radio"/> Yes <input checked="" type="radio"/> No	
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response
90	Describe how you help organizations with their zero-trust programs, if applicable.	
91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	
93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	
94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	

Table 17A: Category 3 - 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

95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>IT ASSET MGMT SERVICES:</p> <p>Say goodbye to managing multiple vendors and hello to complete global coverage with Mender's audited and contracted partners</p> <p>Our standardized pricing means you won't be surprised by hidden fees or inflated costs, regardless of location.</p> <p>Get the most bang for your buck with our optimized value services</p> <p>We're all about sustainability, which is why we make it easy to eliminate waste and reduce carbon impact by processing within the same country or region.</p> <p>Trust is key when it comes to ITAD, and we've got it covered. We offer secure, reliable, and compliant solutions all through one vendor</p> <p>Our decades-old contracted and audited Partner Network means you can count on us to get the job done right, no matter where you are.</p> <p>MATURITY ASSESSMENTS:</p> <p>We offer Rapid Asset Valuations so you can quickly and accurately assess the value of your old equipment</p> <p>SUSTAINABILITY:</p> <p>Protect your brand and do your part for the planet with our recycling and sustainability solutions.</p> <p>Join forces with our squad of sustainability specialists and co--create a bespoke blueprint that aligns with your company's distinctive needs and goals.</p> <p>We have a solid reputation for implementing responsible recycling methods that assure you that your e-waste is in good hands.</p> <p>We use cutting-edge plastic recycling technologies to ensure the most efficient and effective recycling process.</p> <p>Our documented and audited downstream recycling chain provides complete transparency and accountability_</p> <p>We provide comprehensive carbon impact and landfill diversion reporting, so you can see the positive effect of your recycling efforts -and make educated decisions.</p> <p>We are certified to R2v3 and ISO Standards with annual audits, so you can rest assured that our processes meet the highest industry standards.</p> <p>REPAIR, REFURBISH & MAINTENANCE:</p> <p>Breathe new life into your equipment with our expert diagnostics and testing.</p> <p>We go beyond the surface level and provide board-level repairs and IC removal to get your devices up and running again.</p> <p>Reduce downtime and save money by avoiding costly replacements.</p> <p>Give your IT equipment a new lease on life with our in-house refurb, imaging, and redeployment services.</p>
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96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>DATA CENTER DECOMMISSIONING:</p> <p>We'll help you plan for the end of your datacenter's life with top-notch Decommissioning Planning and Valuations.</p> <p>Our onsite inventory method guarantees that everything is always accounted for.</p> <p>Keep your sensitive data secure with our onsite and offsite Data Erasure and HDD/SSD Shredding services.</p> <p>Our White Glove De-racking, De-cabling, Depowering, and Packaging ensure everything is handled with the upmost care and professionalism.</p> <p>Our hardware recycling, resale, and refurbishing services enable you to maximize the value of your retired IT assets while minimizing your ecological footprint.</p> <p>Need to redeploy your hardware? Our Hardware Redeployment and Logistics services have got you covered.</p> <p>Finally, we offer Rapid Asset Valuations so you can quickly and accurately assess the value of your old equipment.</p>
97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Data Wipe and Destruction:</p> <p>Keep your data safe with our onsite and offsite shredding and erasure solutions.</p> <p>Want to ensure your data is completely destroyed? Serialization is available for added peace of mind.</p> <p>Don't just take our word for it. We provide data destruction and sanitization certificates to prove your data is gone for good.</p> <p>Trust us to handle your data with care. We're certified to R2v3 and ISO standards with annual audits to maintain our high level of security.</p> <p>We go the extra mile to verify our erasure methods through ongoing 3rd party verifications. Let us handle your data destruction needs with confidence.</p> <p>ASSET VALUE RECOVERY, RCOVERY. REMARKETING:</p> <p>Ready for your IT assets to find new homes across the globe? With a global buyer base, we're always prepared to find the perfect match.</p> <p>Our standardized pricing means you won't be surprised by hidden fees or inflated costs, regardless of location.</p> <p>Get your IT assets in front of potential buyers on our eCommerce channels, ensuring that your hardware gets maximum exposure to the right audience.</p> <p>Don't guess what the market needs -let us help you with customized forecasting for high-volume components, so you can make informed decisions about what to do with your assets.</p> <p>We know your time is valuable, so we provide rapid asset valuations to give you a clear picture of your IT assets' worth.</p> <p>We're pros at remarketing all kinds of IT assets, from servers to networking to components like processors, memory, HDDs, SSDs, RAID systems, GPUs, and more. Trust us to find new homes for your gear.</p> <p>Join forces with our squad of sustainability specialists and co--create a bespoke blueprint that aligns with your</p>

company's distinctive needs and goals.

We have a solid reputation for implementing responsible recycling methods that assure you that your e-waste is in good hands.

We use cutting-edge plastic recycling technologies to ensure the most efficient and effective recycling process.

Our documented and audited downstream recycling chain provides complete transparency and accountability_

Breathe new life into your equipment with our expert diagnostics and testing.

We go beyond the surface level and provide board-level repairs and IC removal to get your devices up and running again.

Reduce downtime and save money by avoiding costly replacements.

Give your IT equipment a new lease on life with our in-house refurb, imaging, and redeployment services

ONSITE COLLECTION:

Take advantage of our global and multi-site collection programs for hassle free logistics.

Give your IT equipment a new lease on life with our in-house refurb, imaging, and redeployment services.

Our simplified and trackable system keeps track of IT returns from remote employees.

We provide reverse supply chain planning support and implementation to make the process as easy as possible.

Our onsite inventory method guarantees that everything is always accounted for.

Keep your sensitive data secure with our onsite and offsite Data Erasure and HDD/SSD Shredding services.

Our White Glove De-racking, De-cabling, Depowering, and Packaging ensure everything is handled with the upmost care and professionalism.

Our hardware recycling, resale, and refurbishing services enable you to maximize the value of your retired IT assets while minimizing your ecological footprint.

Need to redeploy your hardware? Our Hardware Redeployment and Logistics services have got you covered.

Finally, we offer Rapid Asset Valuations so you can quickly and accurately assess the value of your old equipment.

ESG and REPORTING:

Our documented and audited downstream recycling chain provides complete transparency, accountability, and reporting.

We provide comprehensive ESG, carbon impact and landfill diversion reporting, so you can see the positive effect of your recycling efforts - and make educated decisions.

We are certified to R2v3 and ISO Standards with annual audits, so you can rest assured that our processes meet the highest industry standards

Table 17B: Category 3 - Industry Specific Questions

Table 17B: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	R2V3. ISO 9001, 14,001, 45,001 We are members of ITAM
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	<p>Enterprise Data Erasure is rooted in a storage test and development foundation backed by 20 years of storage experience. Our software was developed with the growing needs of our customers in mind and continues to be customer driven in its evolution.</p> <p>Overwriting Standards Supported</p> <ul style="list-style-type: none"> V U.S. Navy Staff Office Publication NAVSO P-5239-26 V U.S. Air Force System Security Instruction 5020 V U.S. DoD 5220.22-M V U.S. NIST SP-800-88 V British HMG Infosec Standard 5, Enhanced Standard V New Zealand NZSIT 402 V Russian GOST R 50739-95 V Australian ISM 6.2.92 V Germany VSITR V Canada RCMP TSSIT OPS-II V Secure Erase/ SSD Sanitize V Any Overwriting Standard not listed can be created and deployed in minutes using our Wipegen product. <p>Features:</p> <ul style="list-style-type: none"> Tamper Proof Reporting (PDF, DATABASE) Versatile Reporting Options (PDF, XML, CSV, TXT, DATABASE) Over 35 Erasure and Validation Options On the fly erasure method creation Erase to any requirement NIST Verification Support SSD Erasure Support Pre and Post Device Health Screening Automated Label Generation and Printing Automated Database Lookup and injection <p>Competitive Advantages</p> <ul style="list-style-type: none"> User Configurable Physical Interface Ability to Resume Erasures Graphical Report Design Graphical Label Design Graphical QR Code Design Graphical Database Mapping User Definable Device Grading Graphical Erasure Method Creation Pre and Post Erasure Database Scripting

Table 18: Exceptions to Terms, Conditions, or Specifications Form

Line Item 100. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Financial Strength and Stability](#) - Financial strength .docx - Tuesday December 19, 2023 09:00:59
- [Marketing Plan/Samples](#) - Marketing plan and samples.zip - Tuesday December 19, 2023 09:18:14
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - sourcewell pricing.zip - Tuesday December 19, 2023 10:35:40
- Requested Exceptions (optional)
- [Upload Additional Document](#) - who is Mender.pdf - Tuesday December 19, 2023 09:59:56
- Pricing - Category 1 (optional)
- Pricing - Category 2 (optional)
- [Pricing - Category 3](#) - sourcewell pricing.zip - Tuesday December 19, 2023 10:35:11

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. - Jim Johnson, New Business Development, Taber group llc DBA ITAD Solutions

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_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	<input checked="" type="checkbox"/>	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	<input checked="" type="checkbox"/>	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	<input checked="" type="checkbox"/>	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	<input checked="" type="checkbox"/>	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	<input checked="" type="checkbox"/>	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	<input checked="" type="checkbox"/>	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	<input checked="" type="checkbox"/>	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	<input checked="" type="checkbox"/>	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	<input checked="" type="checkbox"/>	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	<input checked="" type="checkbox"/>	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	<input checked="" type="checkbox"/>	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	<input checked="" type="checkbox"/>	1