



Solicitation Number: RFP#010920

CONTRACT

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

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 25, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

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, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members 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.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- 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 Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member'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. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor 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 Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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 thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **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, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **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 Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. 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.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor 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.* Vendor 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). 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-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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).

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor'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, Vendor 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 Vendor'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 Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. 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. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Members 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor'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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (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 Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DeBourgh Mfg. Co. dba DeBourgh All-American Lockers

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
By: Zachary Isaacs
19415C831CEB4C1...

Title: Director of Operations & Procurement/CPO

Title: Director of Marketing

Date: 3/23/2020 | 1:04 PM CDT

Date: 3/24/2020 | 7:51 AM CDT

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Title: Executive Director/CEO

Date: 3/24/2020 | 8:09 AM CDT

RFP 010920 - Industrial and Workplace Storage Systems with Related Accessories

Vendor Details

Company Name: DEBOURGH MFG CO
Does your company conduct business under any other name? If yes, please state: DeBourgh All-American Lockers
Address: 27505 OTERO AVENUE
LA JUNTA, CO 81050
Contact: Zach Isaacs
Email: zach@debourgh.com
Phone: 719-928-1225
Fax: 719-384-7713
HST#: 41-0648781

Submission Details

Created On: Tuesday December 03, 2019 15:08:14
Submitted On: Monday January 06, 2020 14:20:11
Submitted By: Zach Isaacs
Email: zach@debourgh.com
Transaction #: a717d8aa-3782-42cf-82f8-b503baff2e3
Submitter's IP Address: 208.123.137.5

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	DeBourgh Mfg. Co. dba DeBourgh All-American Lockers
2	Proposer Address:	27505 Otero Avenue La Junta, CO 81050
3	Proposer website address:	www.debourgh.com
4	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):	Zachary Isaacs Director of Marketing 27505 Otero Avenue La Junta, CO 81050 zisaacs@debourgh.com 719-928-1225
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Zachary Isaacs Director of Marketing 27505 Otero Avenue La Junta, CO 81050 zisaacs@debourgh.com 719-928-1225
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jorgen Salo President 27505 Otero Avenue La Junta, CO 81050 jsalo@debourgh.com 719-469-4988

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>DeBourgh is a 110-year-old, family-owned company that originated in Minnesota. The business originally specialized in custom metal shaping and welding, and spawned multiple divisions like farming equipment, heavy machinery, and even tanks for WWII. In 1931, the Berg family was approached by the University of Minnesota to produce lockers for their hockey team, which required maximum ventilation and the highest security, as they were in a community space at the time. The lockers served the customer's needs so well, that the word-of-mouth turned DeBourgh into a locker company.</p> <p>After liquidating all other product lines but lockers, DeBourgh moved to La Junta, Colorado in 1990, which had a factory that could take on the massive backlog of locker orders with minimal disruption. DeBourgh is still proud to operate out of La Junta to this day. DeBourgh is committed to All-American manufacturing and sourcing that provide the ultimate value and options to end users – built to their environment. Our core values include:</p> <p>Intent to help – DeBourgh understands that it exists because there are many people with diverse needs and a "one-size-fits-all" approach leaves many in the cold. DeBourgh examines needs in collaboration, not to fit one in a box, but to determine what will work in a space, that people will love.</p> <p>Humbly, best in class – DeBourgh's methods and collaboration with stakeholders provide the best and safest storage space. A locker system an end user never has to think about is the best locker system.</p> <p>Fair and square – DeBourgh acts with pure intentions, transparency, and honor, creating mutually beneficial partnerships and relationships.</p>
8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>DeBourgh offers lockers, personal storage, and intelligent locker systems as well as related services and accessories. This also includes installation, freight services, relocation services, and project management for a turnkey locker solution. DeBourgh also offers material-only products, permitting users to perform their own project management and installation, providing members more options.</p> <p>DeBourgh's product lines in this proposal are as follows:</p> <p>First Responder – customizable locker line intended for police, fire, and military personnel as well as for maintenance and warehouse teams.</p> <p>APEX – Formerly called All-American or Angle Iron, this is our legacy product to handle high use and abuse where security is paramount. It also provides the most</p>

ventilation available in the industry, perfectly balancing physical security and ventilation. Used primarily in athletic and P.E. spaces, and sometimes in heavy-abuse hallways. Considered industry best, framed with 1"x1"x1/8th" angle iron steel.

Product derivations –

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

CORE – Formerly named Corregidoor, this is DeBourgh's classic formed product, featuring a four-sided door strike for security and to help prevent doors from being kicked in. Considered industry best for formed lockers, which have become ubiquitous in hallways.

Product derivations –

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

REBEL – Designed to provide much of what CORE has to offer but with limited sizes and options, REBEL meets DeBourgh standards at a budget.

Product derivations –

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

VOLTA – Designed to integrate technology and access control to the locker level. Make lockers a part of an existing security system with Volta. Open up all lockers for inspection remotely or lock them all down in a crisis event. Track and charge important items and allow students to select any locker they'd like for the year, day, or even class period. Uses CORE body designs to offer maximum optionality and flexibility to new technology integration.

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

KeyTracer – similar to the AssetTracer, KeyTracer specializes in storing and tracking keys. A key management software is also available with the system, for seamless integration.

FLEX – Designed to offer flexible textures when a traditional metal look is not desired for learning ecosystems. Allows for classic CORE architecture, but modern door materials like laminate, phenolic, wood, and steel with a laminate skin.

Product derivation –

- FLEX Elite – an upscale option for higher-end athletic facilities. Choose from a litany of options including integrated power, laminate, wood, or phenolic textures, stainless steel or aluminum accents, and branding options.

TA-50 Gear Storage – Designed with the US Army Corps of Engineers and considered the original TA-50, DeBourgh incorporates our essential angle iron construction into this locker for maximum deployability. This product is essential for military and SWAT installations.

Filler – A DeBourgh accessory that fills in gaps in an installation where another locker opening cannot be used. Designed to provide a finished look to the space. In cases where the exact filler need is not known, DeBourgh offers a filler package as a percent of the total material cost depending on the type of installation.

Locks – DeBourgh provides a myriad of locks that can be used depending on the customer preference or use case. These include traditional built-in combination locks, padlocks, or face-mounted locks, and also includes newer technologies like mechanical multi-user locks and access control networked locks.

Benches – DeBourgh provides locker room benches and pedestals to complete an athletic locker room installation.

Electro-galvanized steel upgrade – For locker installation in particularly humid or corrosive areas, DeBourgh can provide a steel coating upgrade to protect part or all of a locker with electrically plated coating to help slow corrosion.

Turn-key locker solution – Our default product offering includes material, delivery, installation, and project management and services through our dealer network. In areas where labor costs are prevailing wage or union, an additional line item is

		permitted to account for using such protected labor. An additional line item is also available for those members who wish to provide their own labor or installation services. This allows a member to have more flexibility in how their system is delivered and established in their space.	
9	What are your company's expectations in the event of an award?	DeBourgh has held a Sourcewell contract for several years and is aware of the mutual value provided to members and vendors. DeBourgh intends to continue the highest value multi-purpose locker solutions available to Sourcewell members. DeBourgh expects to continue to focus on continuing as a relatively small, family-owned company that is agile enough to cover considerable gaps in the market. DeBourgh maintains standards of quality that have established industry benchmarks and it is DeBourgh's belief that with a myriad of lower-quality products on the market that are intended to confuse end users, a best-value contract for high-quality products is ideal for many members that do not wish to go through a complicated procurement process. DeBourgh expects to fulfill that need should it be awarded with a contract.	*
10	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.	Documents attached.	*
11	What is your US market share for the solutions that you are proposing?	U.S. locker manufacturers to not share their revenue numbers. Hence, the market share is an educated guess based on projects quoted and projects we see specified in various verticals. In the education market, we estimate DeBourgh's share of welded locker sales is 25-30%. In the government market, we estimate DeBourgh's share of welded locker sales is 10-20%. In the first responder market, we estimate DeBourgh's share of welded locker sales is 35-40%.	*
12	What is your Canadian market share, if any?	DeBourgh does not have reliable numbers on its Canadian market share. DeBourgh has done several large-scale projects in Canada.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>DeBourgh is best described as a manufacturer. DeBourgh's relationship with sales and service force is as follows:</p> <p>Internal Sales Representatives: Internal Sales Representatives (ISR) are employees of DeBourgh and are responsible for processing customer requests and defining pricing for budgets and proposals. DeBourgh maintains a healthy staff to process requests from our dealer network as well as new potential dealers and partners via our website.</p> <p>Project Managers: Project Managers (PM) are the fulfillment side of orders from customers and dealers. PMs ensure that orders arrive on time, as ordered, and handle any after-order requests, such as additional filler. PMs are employees of DeBourgh.</p> <p>External Sales Representatives: External Sales Representatives can be the President, Director of Sales, Director of Marketing, Director of Product Development or Regional Sales Representative or any combination thereof. External Sales Representatives handle new partnerships, dealer maintenance and training, sales calls and consulting, new product development, customer and architectural learning courses, and warranty calls. External Sales Representatives are employees of DeBourgh.</p> <p>Engineering Team: DeBourgh's engineering team handles the development of product in space as measured in field-verified dimensions. This ensures the lockers and filler will properly fit as specified and serve the customer's needs. Our engineering team also collaborates with customers to develop new or custom product for the customer's exact use case. The engineering team works with the customers to create a visual representation of the sales order for customer review. The engineering team is employed by DeBourgh.</p> <p>Dealers: Dealers, or representatives, are not employed by DeBourgh but are trained and certified in DeBourgh product and installation. DeBourgh dealers are authorized to offer DeBourgh product to customers within a specified territory, be that geographical or market-based. The vast majority of DeBourgh dealers primarily serve education and government markets. Dealers represent the maximum value a customer can expect from DeBourgh.</p> <p>Installers: Installers are typically subcontracted out by DeBourgh or a DeBourgh dealer to perform onsite unload and installation services. Installers are usually their own separate company and have their own licenses to perform such labor within compliance of all applicable laws and certifications required for an installation. In some cases, a member may choose to perform their own installation using their maintenance or custodial services or through a student-centric vocational program. DeBourgh has provided an option within the scope of this contract to make it easier for customers to know they can perform these services themselves if they so wish.</p> <p>Partners: DeBourgh considers other manufacturers with their own solution as partners in the intent to provide a member the highest value. These partners may include other locker companies, lock manufacturers, software and service companies, access control and security providers. Each of these partners have their own dealer and representation network that can also supply DeBourgh products, increasing the options for members. DeBourgh considers these partner networks as extensions of our existing dealer network.</p> <p>Integrators: DeBourgh works with certain access control or low-voltage integrators affiliated with one or more of DeBourgh's partners to ensure proper connection to local networks and/or access control systems. Focus is always on finding someone local who may already work with the end user, ensuring a simplified communication chain for the member.</p> <p>Direct Partners: DeBourgh will work directly with Construction Managers (CM) or General Contractors (GC) in some cases at the request of the member. In these instances, the CM or GC acts in the capacity as a DeBourgh dealer and can utilize the contract on DeBourgh's behalf with consideration to compliance with the contract.</p>
15	<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>Required: Various subcontractor/contractor licenses held by our representatives in the State and municipality in which required.</p> <p>Required: DeBourgh training for installing product. Partners must be certified by DeBourgh.</p>
16	<p>Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.</p>	<p>None.</p>
17	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Lockers, personal storage, and intelligent locker systems.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	DeBourgh has a long-standing workplace safety recognition through SHARP. Certificates for the past five years attached with other relevant industry awards and recognition.	*
19	What percentage of your sales are to the governmental sector in the past three years	The percentage of DeBourgh's sales to the governmental sector in the past three years is 12.6%.	*
20	What percentage of your sales are to the education sector in the past three years	The percentage of DeBourgh's sales to the education sector in the past three years is 82.5%.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell 040215-DBM - \$5,778,211.89.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	DeBourgh does not utilize GSA contracts.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Babylon UFSD	Peter Daly	631-893-7914	*
Fort Wayne Community Schools	Darren Hess	260-467-2073	*
Orland School District	Rick Hansen	708-364-3310	*
Central ISD 108	Brian Corlett	952-467-7000	
Cold Spring Harbor UFSD	Mark Margolies	631-367-5938	

Table 5: Top Five Government or Education Customers

Line Item 24. 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 *	
Minnesota Public Schools	Education	Minnesota - MN	Lockers and Locker Systems (Material, delivery, installation, clean-up, project management)	9,591 Lockers & Locker Accessories	\$6,334,186	*
Washington Public Schools	Education	Washington - WA	Lockers and Locker Systems (Material, delivery, installation, clean-up, project management)	3,897 Lockers & Locker Accessories	\$3,228,005	*
Indiana Public Schools	Education	Indiana - IN	Lockers and Locker Systems (Material, delivery, installation, clean-up, project management)	5,100 Lockers & Locker Accessories	\$3,051,105	*
Illinois Public Schools	Education	Illinois - IL	Lockers and Locker Systems (Material, delivery, installation, clean-up, project management)	3,365 Lockers & Locker Accessories	\$2,247,437	*
Federal Government	Government	Texas - TX	Lockers and Locker Systems (Material, delivery, installation, clean-up, project management)	2,540 Lockers & Locker Accessories	\$1,175,831	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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 *
25	Sales force.	DeBourgh's sales force, which are full-time DeBourgh employees, consist of three Internal Sales Representatives which handle customer requests for products and service, create pricing and proposals, and collect purchase orders from customers, three Project Managers, who ensure orders arrive on time, complete, and correctly by working with our representatives and customers, up to five External Sales resources that travel to customers' locations, perform education, and onboard new representation. DeBourgh also maintains a team of seven drafters & engineers to deliver service and visual representation to customers as a part of the sales/service process. These employees all operate out of DeBourgh's office in La Junta, Colorado. In total, DeBourgh utilizes 18 full-time employees for the customer-facing, sales & service side.
26	Dealer network or other distribution methods.	Dealers are not employees of DeBourgh. Each dealership has a unique structure and employee resources for both sales and service. Each dealership tends to have both sales and project management components. Dealers work directly with DeBourgh on Sourcewell projects to maintain compliance. They typically manage a territory in which their primary office is in, and typically specialize in a particular sector, usually education. Please see attached list for territories and sectors covered by DeBourgh Sales & Service partners. DeBourgh, because of the unique nature in which it produces items, can work directly with members and construction teams more easily than other locker manufacturers. Because lockers arrive fully assembled and ready to install, it is easier to secure lockers. Also, due to DeBourgh's limited lifetime warranty, service and maintenance is very rare.
27	Service force.	For DeBourgh, sales and service are the same function. The same teams, both internally and externally, manage all sales and service calls. This helps members in that there's always one person to talk to that can mobilize any resources necessary to serve the customer without having to on-board a customer to a new team. Service calls, again, are very rare.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	For DeBourgh, service is a large component of our value proposition. For requests that come in through our dealer network, response time on average is less than 24-hours. Pricing proposals typically get to the customer in less than 48-hours. For service questions or website requests, response time is on average less than 10-minutes during operating hours through DeBourgh's marketing team. A request for service typically is processed by the local dealer, who may not even require DeBourgh resources. For additional parts, the dealer would process an order through DeBourgh's project management team. Orders are typically processed and delivered within three weeks. Budgets and proposals are typically processed and delivered to the customer within 48-hours. Requests are typically delivered by email or phone call and routed to the appropriate team.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None. DeBourgh can fully serve any geographic area in the United States and Canada.
30	Identify any Sourcewell Member 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?	Not applicable. Sourcewell is DeBourgh's primary contract vehicle and has the ability to serve any sector fully on the contract.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	None. Certain shipping requirements may be intrinsic to the customers' needs, but all can be accommodated through DeBourgh.

Table 7: Marketing Plan

Line Item	Question	Response *
32	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.	All DeBourgh marketing materials include the Sourcewell logo (example attached). The contract is featured prominently on our website (https://www.debourgh.com/sourcewell/). All DeBourgh representative training materials feature a segment on using the contract and support for members. A primary component of the marketing for DeBourgh on the contract is the value DeBourgh has to offer. Members recognize the value that the contract can bring by mitigating stressful procurement processes where low price is conflated with value.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	DeBourgh utilizes email marketing to connect with new potential members. DeBourgh also utilizes blogs centering on Sourcewell procurement to educate existing and new potential members. DeBourgh creates a monthly newsletter to new and existing customers as well as architects as a regular reminder of the contract. DeBourgh tracks users' sessions on our website and offers specialized contact forms unique to their session experience in order to get them the best information in the quickest possible way. DeBourgh utilizes targeted social media efforts to engage members, potential partners, DeBourgh dealers, and DeBourgh staff. DeBourgh is active on LinkedIn, Facebook, Twitter, Instagram, Pinterest, and YouTube.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role should be providing education on the benefits to members of utilizing Sourcewell as a primary procurement vehicle. It is DeBourgh's stance that Sourcewell does not have a responsibility of marketing a DeBourgh contract specifically. Our current process includes questions for customers and dealers as to whether Sourcewell will be the procurement vehicle at the very beginning of the sales process. We have scripted a FAQ for our internal and external representatives to help inform non-members of the benefits of the usage of the contract. This has led to growth in usage and awareness of the contract.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	At this time, DeBourgh products and services are not available through an e-procurement ordering process. This is due to the customizable nature of the products and the collaborative nature of building a space for its use case.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Because of the high quality of the products offered standard by DeBourgh on the contract, the customer should have to perform virtually no maintenance on any DeBourgh system. For workmanship issues, those are covered by our lifetime warranty and will be serviced by a DeBourgh-certified technician. For maintenance teams that wish to perform any maintenance, DeBourgh supports those efforts via video and customer support. For software and other technology components, on-site training and support are offered included in the pricing on the contract and are offered at no additional cost. DeBourgh performs training either on site or remotely, when needed, for no additional cost to the customer.
37	Describe any technological advances that your proposed products or services offer.	DeBourgh offers to members a way to converge physical and cyber security through durable locker products and access control integration. There is also asset tracking via content surveillance. These are connected via software that integrates into an existing platform, making it seamless for the user. This advances the possibilities and form factors for what lockers can even be in most traditional environments. When combined with DeBourgh's large pantheon of existing traditional product, no company offers traditional product that offers the highest physical technology available in the space with the widest array of digital and integrated security technology.

38	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>DeBourgh green initiatives are documented on our website (https://www.debourgh.com/about/greenconstruction/) and include:</p> <p>Facility Improvements: We've converted our facility to linear fluorescent lighting, which uses less than half the electricity as metal halide lights and provide a better work environment. DeBourgh has installed radiant heat throughout our 110,000 square-foot manufacturing facility to reduce gas usage and provide more effective heating, and we use a ceramic filtration process to clean all water that is discharged from our building.</p> <p>Materials: DeBourgh also uses as much domestic recycled steel as possible; ours is made from 20-30% post-industrial steel and we reprocess any scrap steel at a nearby mill.</p> <p>DeBourgh uses powder coating technology as an alternative to liquid paint finishing for all our products. Powder coating technology eliminates the use of hazardous solvents and thinners. Plus, powder coating materials are 100% recyclable.</p> <p>Other: To address conservation, DeBourgh planted more than 1,000 trees on 15 acres of land to provide oxygen release and sequester carbon. In fact, the National Forest Service designated this area to "Tree Farm."</p> <p>The DeBourgh Wellness Committee launched a recycling at work program in the Fall of 2018 because we believe that to be healthy, we ought to make the environment a top priority. We have committed to reducing our environmental impact and keeping America beautiful. At DeBourgh, we recycle cardboard (lots!), paper, glass and plastic. We bought a membership with Clean Valley Recycling – a not-for-profit located in Swink, CO who utilizes the fees to cover overhead.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	DeBourgh offers LEED credits for sustainable materials, environmentally-friendly paint processes, regional materials (where applicable), and is currently working with Vertima to establish EPD and HPD documentation for sustainable supply chain and environmental impact.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	DeBourgh is qualified as a HubZone (Historically Underutilized Business). Qualified zone document attached.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>DeBourgh offers a lifetime limited warranty on all metal locker components. This is unique in our industry, which typically offer a maximum of 10 years, but usually offer on average a 0-3 year warranty.</p> <p>DeBourgh also offers unique products in the industry both through high security and high user experience. Spaces with unique physical security needs can utilize high-abuse materials offered standard by DeBourgh. Users can also integrate access control technologies for improved security. Users can also use the technology to store, track, and charge important assets. No other locker systems company serves education and government members with this continuum of product types and options.</p> <p>DeBourgh prides itself on being an agile company, able to accommodate to member requests willingly and expediently. This is unique in that most locker companies are built to be commodity. This has worked for most companies for a long time, but no longer serves the unique learning ecosystems for most school markets or the security needed at current government facilities.</p>	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	DeBourgh is both able and willing to supply to Canadian members.	*

Table 9: Warranty

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

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

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Payment terms are Net 30.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	DeBourgh will work with any national cooperative leasing program. DeBourgh does not offer it's own financing or leasing program.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Typically, a DeBourgh dealer will request pricing for a project that will be utilizing Sourcewell at the customer's request. DeBourgh provides a price to the dealer, who is responsible for installation and project management services. The proposal is tagged in DeBourgh's CRM ensuring it is followed as a Sourcewell project from start to finish. DeBourgh also provides, sometimes with the customer's direct input, the Sourcewell threshold cap price. The customer usually requests a letter from the dealer and DeBourgh an authorization to execute the contract on behalf of DeBourgh. Once DeBourgh has supplied this letter, the customer issues a purchase order to the dealer for the entire project. That PO is given to DeBourgh to ensure the agreed-to price is compliant with the established threshold cap price. The customer's PO is used to process the reporting to Sourcewell, where DeBourgh remits the 2% administrative fee on a monthly or quarterly basis. The Sourcewell tag is followed all the way through order processing and project management to ensure a project does not ship without proper processing of the Sourcewell fee.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, DeBourgh accepts P-card payments. All payments of \$10,000 or less are accepted with no additional fees. Payments more than \$10,000 are assessed a 3% fee.

Table 11: Pricing and Delivery

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

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

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

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>DeBourgh currently audits our contracts. We ensure compliance through our dealer and partner network by following very strict checks early on in the proposal process. A request for a project to utilize Sourcewell will typically come from either a member or a dealer. The dealer would request pricing for the project. DeBourgh would then:</p> <ul style="list-style-type: none"> • Work with the customer to establish the Sourcewell threshold cap for this particular project based on the approved pricing from Sourcewell. • DeBourgh would supply this Sourcewell cap price to the dealer to establish a cap for the project. • DeBourgh would supply a material price to the dealer. • The dealer would have the option of supplying a price to the member that is lower than the Sourcewell threshold cap, but not more than the cap price. • Once the customer accepts the proposal, a copy of the member's purchase order must be sent to DeBourgh. This ensures the customer is still at or below the Sourcewell threshold cap price. The PO must have DeBourgh's contract number listed on it and must be from the customer, not a dealer or intermediary. • DeBourgh issues a monthly (or quarterly) report to Sourcewell detailing projects to members. This report is issued with payment for an administration fee of 2% of the customer's purchase orders to DeBourgh for that period. • The Sourcewell threshold cap sheet (and any revisions), the copy of the customer's PO (with any necessary change orders and with the contract clearly identified on it), and the optional dealer worksheet are kept in the customer's permanent file with all other notes and project data for review at any time after standard audits.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	DeBourgh will pay a 2% administrative fee to Sourcewell, calculated based on the total purchase order from the customer. This purchase order will typically include the "turnkey locker solution", which includes material, freight, installation, project management services, and the administration fees.

Table 14: Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>DeBourgh measures success on the contract by the following metrics:</p> <ul style="list-style-type: none"> • Growth in sales year-over-year using the contract. • New dealer, partner, and member engagement in the contract. • Continuous improvement in product offerings and options over the lifetime of the contract. <p>DeBourgh monitors all Sourcewell projects closely in our CRM to ensure they are always top-of-mind. These projects are tagged to ensure contract compliance in addition to hitting our target delivery dates, which to this day remain 100% on-time. DeBourgh tracks growth by filtering these tags year-over-year to ensure growth and engagement are improving. Because of the long buy cycles for locker systems, a full picture of growth is not fully determined until at least three years have passed. DeBourgh also ensures that dealers and partners are made aware of "Get To Know You" events local to the dealers and does regular training on how to utilize the contract. DeBourgh also does outreach to members as one of the biggest barriers DeBourgh has found is that many members don't even know they are members, and they do not know they may also use the contract to procure locker systems. These efforts have helped maintain and grow contract engagement and awareness over time. DeBourgh has also regularly updated product offerings and options due to customer demand or due to innovations. DeBourgh knows Sourcewell members need innovative products. By continually updating products, pricing, and options, members can ensure they are supported by the contract.</p>
66	Describe how your products will help our members organize their inventory of products.	<p>As an industry leader, DeBourgh maintains the highest value available in the market. Having that as an option as a baseline when producing a high-profile project is incredibly important. Whether or not DeBourgh products are ultimately the product chosen, any inventory of products must have a high-value baseline. Sourcewell members have become accustomed to be able to trust Sourcewell vendors for an easy, peace-of-mind solution. DeBourgh is no different. DeBourgh believes by offering their products, it will help members organize their inventory of products by maintaining a standard of quality and simplifying the offerings for different spaces, so the correct product goes in the correct space every time.</p>
67	Describe the ability to adapt your products through modification or replacement to address obsolescence resulting from advances in technology.	<p>DeBourgh maintains a flexible, adaptable outlook and has long worked with customers to develop new and custom solutions. We are often able, and willing, to customize existing product or work with customers to develop something unique for their space.</p> <p>With a focus on technology, DeBourgh knows that it must be willing to accommodate for emerging technologies, and has designs that are considered "future-proof"; with swappable parts in the event of an advancement in usable technology.</p> <p>With its longevity of 110 years, DeBourgh maintains stability in a changing world, offset by a small, niche approach to solving unique problems.</p>
68	Identify any certification(s) that your business or products have attained or received that differentiate you in the industry.	<p>While DeBourgh's products are widely recognized as the highest value in the industry, with a lifetime limited warranty that is far and away the best available in the industry, it would be difficult to say that for a product like lockers that have been available for so long, that there would be a certifying body qualified to provide a certification. DeBourgh stands by its list of customers (attached) and safety record as the best means of evaluating its capabilities.</p>
69	Describe how you would assist our members to best utilize and maximize available space.	<p>DeBourgh offers full consultation and design services and produces renderings of a customer's unique space for optimal design. Unique design for unique space means, sometimes, high-capacity, low-footprint options that are a departure from traditional locker sizes, with more facilities having need for technology storage.</p> <p>In a similar fashion, many of our customers are in historical buildings with limited ability to do massive renovations. DeBourgh also offers custom standard product to ensure smaller opening sizes, helping to maintain space and ADA standards.</p>

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

Line Item 70. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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 Binder.pdf - Monday January 06, 2020 10:49:00
 - [Marketing Plan/Samples](#) - DeBourgh Sales & Marketing Plan Supporting Documents.pdf - Monday January 06, 2020 12:35:08
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Product Warranty & Sample Care and Maintenance Manual.pdf - Monday January 06, 2020 13:36:41
 - [Pricing](#) - Sourcewell DeBourgh - Statement of Products and Prices.xlsm - Monday January 06, 2020 10:25:12
 - [Additional Document](#) - Awards & Certifications.pdf - Monday January 06, 2020 11:11:46

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver 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.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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. - Zachary Isaacs, Director of Marketing, DeBourgh Mfg. Co.

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
RFP_010920_Industrial and Workplace Storage Systems with Related Accessories_Addendum_3 Tue December 17 2019 07:51 AM	<input checked="" type="checkbox"/>	--
RFP_010920_Industrial and Workplace Storage Systems with Related Accessories_Addendum_2 Mon December 9 2019 03:57 PM	<input checked="" type="checkbox"/>	--
RFP_010920_Industrial and Workplace Storage Systems with Related Accessories_Addendum_1 Storage Systems Mon November 18 2019 01:46 PM	<input checked="" type="checkbox"/>	--

