

#15

To: City Council and Mayor
From: Matt Kerbs, Deputy City Attorney
Date: March 4, 2022
Re: Cooperative Purchasing on Sourcewell Contract #010920-SPC

I have reviewed the above referenced Sourcewell Contract and quote with Spacesaver for procurement of a shelving system for PPD Evidence Rooms at a cost of \$108,430.79, and have no legal concerns with the Council approving the purchase, as permitted in Idaho Code §67-2807, and authorizing the Mayor to sign and execute the agreement.

Executive Summary

Date: March 1, 2022
Request: Purchase of Spacesaver shelving for Evidence Storage Rooms
From: Captain Bill Collins, Pocatello Police Department

The Pocatello Police Department is requesting permission to purchase Spacesaver moveable/modular shelving. The purpose for the new shelving is to increase storage capacity within the three evidence rooms. The new shelving in the main evidence room is moveable and will offer twice the amount of storage space compared to what is currently there. The two smaller evidence rooms will be equipped with stationary shelving, offering secured space within the unit, which is something we do not currently have. The shelving in these rooms will be specifically designed to fit and fill the space.

Richard Bigelow, the City Building Inspector, has looked at the area and determined no permits will be required for these projects.

Staff is asking for the following:

Accept the quote from Spacesaver for the following Shelving units to be used by members of the Pocatello Police Department:

(a) Purchase of the Spacesaver shelving system; and if approved

The purchase price of the Spacesaver shelving system for all three evidence rooms is \$108,430.79 This price includes shipping and installation of the product in all three rooms.

Because we will be purchasing Spacesaver Modular Shelving through Sourcewell no additional bids are necessary.

Funds are available in the Pocatello Police Department Fiscal Year 2022 Budget.

Memorandum

To: Mayor Blad and Members of City Council

From: Captain B. Collins

Date: March 1, 2022

Subject: Evidence Storage

The Pocatello Police Department has been in its current location since 1994. While this building was an increase in size from the previous one, we have since utilized all the available space and in some cases, have outgrown the areas, specifically, the evidence storage locations. Our current evidence spaces consist of three separate rooms, all located off the garage on the south side of the building and hold an excess of 19,353 pieces of evidence. Our department also utilizes a Conex-type container positioned in the southwest corner of our fenced-in lot to store bicycles.

Our main and largest evidence room is quickly running out of space. This room is utilized for all types of evidence which are seized daily and stored for at least 45 days after adjudication. Depending on the seriousness of the crime, such evidence sometimes requires up to several years of storage. Other items such as narcotics, firearms, homicide evidence or large, heavy property are not housed in the main room but stored in one of the other two evidence rooms.

In addition, we currently use three evidence refrigerator/freezers to store biologic evidence and will need an additional refrigerator within the next year. These are located in the back of the PPD garage. Due to the amount of time the department is required by law to maintain biological evidence, along with collecting new evidence, we will need to add an additional refrigerator approximately every four to five years.

The current solution to address these problems is to remodel all three of the evidence storage areas with new Spacesaver shelving units. The main evidence room would be equipped with 2 stationery units each running the length of the room on either side. In addition, two mobile, double-sided shelving units would allow the user to move the shelves from side to side, creating greater accessibility to stored items and doubling the amount of storage capability in this room.

In the narcotics and homicide evidence rooms, otherwise known as the smaller rooms, the Spacesaver shelves will be modular units that run the length of both sides of the rooms. While these units will not be mobile, they will offer more storage options as shelves can be adjusted to fit the needs of various sized property. The shelving in the homicide room will also feature rolling doors across the top area which can be secured for long term storage needs. Thus, the increased storage space will allow for years of additional evidence collections.

The total cost for this proposal is approximately \$110,000, which includes all shipping and installation for all areas. The main evidence room is quoted at \$81,294.49; the homicide storage

room is \$22,049.79; and the narcotics storage space is \$10,832.44. The department is saving \$53,496.61 because of its membership in Sourcewell Contract pricing. Sourcewell has a contract with Spacesaver Intermountain, LLC, giving members deep discounts they would not otherwise be entitled to. Spacesaver Corporation provides local installers which are factory certified, ensuring a warranty on all Spacesaver brand products. Spacesaver is the only contracted manufacturer in Southeast Idaho.

All proposed remodeling has been approved by Richard Bigelow, the City Building Inspector, and he has determined there will not be a need for permits to complete the project.

During the remodel, evidence will have to be removed and stored in a secure environment. This can be accomplished by renting two storage containers from Denny's Wrecker Service, Inc. The cost for delivery and pickup and one month's rent will be \$720. These containers will be placed in the back lot where they can be secured and monitored under video surveillance.

When the storage units are delivered, the evidence technicians and members of the Investigations Division will move the property that is currently stored in all 3 evidence rooms systematically into the storage containers. The evidence will be stored in an orderly manner so that items will be easily located if needed for court during this process. Once the rooms are emptied, members of the Investigations Division will remove all shelving. Some of the shelving will be placed in other locations within the department, and the rest will be donated to other city departments as needed or will be discarded. Upon delivery, installation will take 5-7 days. Once the shelving is in place, reorganization of evidence will take 3-4 days and will be completed by evidence technicians and members of the Investigations Division. When emptied, the storage containers will be retrieved by Denny's Wrecker Service, Inc.

The proposed increase of storage capacity will benefit the department for the next 15 to 20 years if we continue to collect evidence at the current rate. The modular shelving units allow for versatility in adjusting shelving heights to meet the needs for storing property as change occurs, adding a significant amount of storage space to the existing floor plan, thus being the most cost-efficient way to increase storage space. Once this system is installed, it can be expanded if the department were to relocate to a larger facility. This product is installed by the factory and will be maintained by the manufacturers. The sales office is in Salt Lake City, Utah and they have a warehouse located in Idaho Falls and Boise with installers at both locations.

By purchasing the Spacesaver Shelving through Sourcewell, no other bids are required as per Attorney Rich Diehl of the City Legal Department.

The increase in available shelving space will increase in each of the three evidence storage rooms. The main storage room will increase 124%, The Homicide Room will increase by 127.5% as well as additional security for homicide evidence. The Gun and Drug Room will increase by 75% of current storage shelf space.

The addition of Spacesaver Shelving to all three evidence rooms is the most economical way to increase space for our departments property storage. An addition to our existing building would be a greater cost than the shelving alone as would the construction of a new secured structure.

The option of storing our evidence off site is not feasible due to chain of custody issues that are required for all of our seized property.



SPACESAVER CONTRACT PRICING SOURCEWELL STORAGE CONTRACT #010920-SPC

Customer Name & Project	Pocatello Police Dept. / General Evidence
Today's Date	January 28, 2022
Spacesaver Distributor:	Spacesaver Intermountain LLC
Salesperson	Matt Thomas

PRODUCT	LIST	Contract Discount %	Sourcewell Discount	Sourcewell Member Net Price
Standard Mobile & Wheelhouse Products	\$ 40,054.50	42.7%	\$ 17,103.27	\$ 22,951.23
4 Post & Case Type Shelving	\$ 75,977.75	47.9%	\$ 36,393.34	\$ 39,584.41
Cantilever Shelving	\$ -	FALSE		
RaptorRAC® Wide Span Shelving	\$ -	FALSE		
Storage Products (including Lockers, Doors & Drawers, Art Racks, UWR)	\$ -	FALSE		
Xtend® High Bay Shelving, ControlLOC and ActivRAC® Stainless Steel	\$ -	FALSE		
ActivRAC® Heavy Duty Racking Systems (excluding stainless steel)	\$ -	FALSE		
Day Use Lockers	\$ -	FALSE		
Viking Museum Cabinets	\$ -	FALSE		
TOTALS	\$ 116,032.25		\$ 53,496.61	\$ 62,535.64
Total Contract Items				\$ 62,535.64

Purchase Order Address:

Spacesaver Intermountain, LLC
249 South 400 East
Salt Lake City, UT 84111

Installation	\$ 18,468.57
Freight	\$ 9,234.00
Material Surcharge	\$ 9,282.58
Off-Contract Sell Price (Manufactured/Supplied by Spacesaver)	\$ -
Off-Contract Sell Price (Supplied by Other vendors)	\$ 8,910.00
Total Project Amount	\$ 108,430.79



Proposal

Spacesaver Intermountain, LLC
 249 South 400 East
 Salt Lake City, UT 84111

Quote/Order No	81497
Date	01/28/2022
Customer PO No	
Customer Account	POCATELLO POLICE DEPT.
Sales Associate	MATT THOMAS
Project Number	
Page	1 of 2

T POCATELLO POLICE DEPARTMENT
 O 911 NORTH 7TH AVE.
 POCATELLO, ID 83201

ATTN: AMY TAYSOM
 Phone: 208-234-6107
 Fax: 208-234-6290
 ATAYSOM@POCATELLO.US

S POCATELLO POLICE DEPARTMENT
 H 911 NORTH 7TH AVE.
 I POCATELLO, ID 83201
 P

T ATTN: CAPTAIN BILL COLLINS - 208-234-6121
 O

Prepared for: CAPTAIN BILL COLLINS

Matt Thomas
 801-994-6359
 mthomas@spacesaverim.com

Group	Quantity	Description	Unit Price	Extended Amount
TOTAL - Cost for All 3 Rooms	1.0	Price for one order including the following rooms: 1. General Evidence Room 2. Homicide Storage Room 3. Guns and Drug Storage Room Refer to drawings dated (1-28-22). *Price based on Sourcewell contract and includes freight and installation*	108,430.79	108,430.79

SUB TOTAL:	\$108,430.79
SALES TAX:	0.00
GRAND TOTAL:	108,430.79
Required Deposit 50.0%:	\$54,215.40

Buyer agrees to purchase the goods and services described on this and all preceding pages, in accordance with the TERMS AND CONDITIONS on the following page, including but not limited to the "Payment" and "Default, Interest and Fees" provisions. This proposal is only an offer to purchase and is not binding upon the SELLER until accepted by the SELLER in writing. This proposal is valid for 30 days unless noted otherwise. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES.

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

TITLE: _____



Proposal

Spacesaver Intermountain, LLC
249 South 400 East
Salt Lake City, UT 84111

Quote/Order No	51497
Date	01/28/2022
Customer PO No	
Customer Account	POCATELLO POLICE DEPT.
Sales Associate	MATT THOMAS
Project Number	
Page	2 of 2

SPACESAVER INTERMOUNTAIN, LLC TERMS AND CONDITIONS

PAYMENT

Merchandise will be invoiced upon delivery. If there is to be more than one delivery of merchandise, an Invoice will be issued upon the first delivery. Buyer agrees to pay each invoice within ten days of the invoice date. No payment shall be withheld on any invoice because partial delivery of the entire order. In the event of a project delay, merchandise will be invoiced upon delivery of product into storage. Any security deposit is non-refundable. If payments are in default, Spacesaver Intermountain, LLC (SI) shall have the option of declaring the remaining unpaid purchase price due and payable and may elect to recover merchandise and take judgment for deficiency after public or private sale including interest, collection costs and attorney fees.

SECURITY INTEREST

Buyer hereby grants Spacesaver Intermountain, LLC a security interest in all merchandise sold under this order to secure full payment of the purchase price and all other obligations of Buyer under this agreement. A copy of this agreement may be filed as a financing statement. Buyer's signature hereon authorizes SI to execute such financing statements on Buyer's behalf as may be required by the State.

INSTALLATION DATE

(a) The installation date is agreed upon for the purpose of specifying delivery dates of merchandise ordered from manufacturers. Although SI will use its best efforts to expedite timely delivery, it cannot guarantee that merchandise will arrive from manufacturers as specified, and SI shall not be liable for ordered merchandise not arriving timely.
(b) Buyer shall provide or pay for all storage of ordered merchandise necessary after the installation Date, and for all costs of moving such merchandise to and from storage after the installation Date.

INSTALLATION TERMS

Delivery and installation shall be made by SI personnel, or its subcontractor, during normal working hours or at other hours by special arrangement. Buyer shall pay additional labor costs resulting from off-hour or overtime work performed at Buyer's request or from required use of labor other than SI personnel or its authorized subcontractor. Buyer shall provide, at Buyer's cost, electricity, heat, hoisting and elevator service and adequate facilities for off-loading, staging, moving and handling of merchandise. The job site shall be clean and free of obstruction for installation. Finished floor coverings (ie. carpet, tile, etc.) must be removed and subfloor clear and free for grouted mobile rail installation. Buyer shall pay any special packaging or handling costs not contained in the specifications.

INSURANCE AND RISK OF LOSS

All risk of loss shall pass from SI to Buyer upon delivery of merchandise to Buyer or upon delivery of merchandise into storage for the account of Buyer after the installation date, whichever comes first. For the purposes of this paragraph five only, the term "merchandise" shall include any property owned by or under control of SI delivered to or for the benefit of Buyer, whether purchased by Buyer or delivered to Buyer on approval. Buyer shall carry fire and casualty insurance in an amount sufficient to insure the value of the merchandise at the delivery site or at the storage site.

TAXES AND FREIGHT

Prices do not include any applicable sales, use, excise, or other taxes which, if applicable, Buyer shall pay and which shall be added to the sales price at time of invoicing. Buyers exempt from taxes shall furnish certificates of exemption upon execution of this agreement. Freight charges are F.O.B. job site unless otherwise indicated.

CANCELLATION AND CHANGES

This agreement, once executed by SI and Buyer, cannot be cancelled or modified except by a writing signed by both parties. Changes made in the agreement which result in increased charges shall be for the account of the Buyer. Specialty storage products are built to order and in many cases are either non-cancellable or require significant cancellation charges after an order is placed. The minimum cancellation fee will be equal to 30% of product cost plus any additional costs associated with each manufacturer. No storage products or other specially ordered items can be cancelled or returned after the manufacturer begins production. Prices and quantities of storage products and other items measured from blueprints or otherwise estimated are subject to change upon field measurement at the expense of the Buyer.

FLOORS

BUYER is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed. Finished floor coverings are not included unless otherwise noted.

SURVEYS, PERMITS, AND REGULATIONS

BUYER shall procure and pay for all permits, inspections, and/or structural calculations required by any governmental authority for any part of the work performed by Spacesaver Intermountain, LLC, except if stated otherwise.

WARRANTIES AND CLAIMS

(a) SI warrants for a period of one year from delivery that the manufacturer is free from defects in workmanship and materials, and that it will repair or replace defective merchandise, at its cost, within a reasonable time, subject to availability of replacement merchandise. No other warranties, expressed or implied, are granted hereunder. No warranty in addition to the foregoing expressed warranties, whether expressed or implied, made by any employee or agent of SI shall be valid unless reduced to writing and signed by an officer of SI. TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, IS LIMITED TO THE PERIOD OF ONE YEAR FROM THE DATE OF DELIVERY.
(b) Buyer shall inspect the merchandise upon delivery. Acceptance of delivery constitutes acceptance of the merchandise as delivered. Any warranty claims for latent defects not discoverable upon reasonable inspection must be made in writing within the warranty period.

DEFAULT, INTEREST AND FEES

Buyer shall pay interest at the rate of 18% per annum on all payments in default, and shall pay all reasonable costs, expenses and attorneys' fees incurred by SI in enforcing the terms of this agreement.

ENTIRE AGREEMENT; CONTROLLING LAW

This agreement constitutes the entire agreement between the parties. Buyer is relying solely upon the terms of this agreement, and not upon any oral or written statements, whether of SI, its officers, employees or agents, of any manufacturer, or any other person whatsoever on entering into this agreement. This agreement shall be interpreted and enforced under the laws of the State of Utah.

I have read and understand these terms and conditions: _____



SPACESAVER CONTRACT PRICING SOURCEWELL STORAGE CONTRACT #010920-SPC

Customer Name & Project	Pocatello Police Dept. / General Evidence
Today's Date	January 28, 2022
Spacesaver Distributor:	Spacesaver Intermountain LLC
Salesperson	Matt Thomas

PRODUCT	LIST	Contract Discount %	Sourcewell Discount	Sourcewell Member Net Price
Standard Mobile & Wheelhouse Products	\$ 40,054.50	42.7%	\$ 17,103.27	\$ 22,951.23
4 Post & Case Type Shelving	\$ 56,081.25	47.9%	\$ 26,862.92	\$ 29,218.33
Cantilever Shelving	\$ -	FALSE		
RaptorRAC® Wide Span Shelving	\$ -	FALSE		
Storage Products (including Lockers, Doors & Drawers, Art Racks, UWR)	\$ -	FALSE		
Xtend® High Bay Shelving, ControlLOC and ActivRAC® Stainless Steel	\$ -	FALSE		
ActivRAC® Heavy Duty Racking Systems (excluding stainless steel)	\$ -	FALSE		
Day Use Lockers	\$ -	FALSE		
Viking Museum Cabinets	\$ -	FALSE		
TOTALS	\$ 96,135.75		\$ 43,966.19	\$ 52,169.56
Total Contract Items				\$ 52,169.56

Purchase Order Address:

Spacesaver Intermountain, LLC
249 South 400 East
Salt Lake City, UT 84111

Installation	\$ 14,075.07
Freight	\$ 7,359.00
Material Surcharge	\$ 7,690.86
Off-Contract Sell Price (Manufactured/Supplied by Spacesaver)	\$ -
Off-Contract Sell Price (Supplied by Other vendors)	\$ -
Total Project Amount	\$ 81,294.49



Proposal

Spacesaver Intermountain, LLC
 249 South 400 East
 Salt Lake City, UT 84111

Quote/Order No	61497
Date	01/28/2022
Customer PO No	
Customer Account	POCATELLO POLICE DEPT.
Sales Associate	MATT THOMAS
Project Number	
Page	1 of 2

T POCATELLO POLICE DEPARTMENT
 O 911 NORTH 7TH AVE.
 POCATELLO, ID 83201

ATTN: AMY TAYSOM
 Phone: 208-234-6107
 Fax: 208-234-6290
 ATAYSOM@POCATELLO.US

S POCATELLO POLICE DEPARTMENT
 H 911 NORTH 7TH AVE.
 I POCATELLO, ID 83201
 P

T ATTN: CAPTAIN BILL COLLINS - 208-234-6121
 O

Prepared for : CAPTAIN BILL COLLINS

Matt Thomas
 801-994-6359
 mthomas@spacesaverim.com

Group	Quantity	Description	Unit Price	Extended Amount
General	1.0	Mobile System. Refer to drawings dated (1-28-22).	81,294.49	81,294.49
Evidence Storage Room		*Product based on Sourcewell contract with freight and installation*		

SUB TOTAL: \$81,294.49
 SALES TAX: 0.00
GRAND TOTAL: 81,294.49
 Required Deposit 50.0%: \$40,647.25

Buyer agrees to purchase the goods and services described on this and all preceding pages, in accordance with the TERMS AND CONDITIONS on the following page, including but not limited to the "Payment" and "Default, Interest and Fees" provisions. This proposal is only an offer to purchase and is not binding upon the SELLER until accepted by the SELLER in writing. This proposal is valid for 30 days unless noted otherwise. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES.

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

TITLE: _____



Proposal

Spacesaver Intermountain, LLC
249 South 400 East
Salt Lake City, UT 84111

Quote/Order No	61497
Date	01/28/2022
Customer PO No	
Customer Account	POCATELLO POLICE DEPT.
Sales Associate	MATT THOMAS
Project Number	
Page	2 of 2

SPACESAVER INTERMOUNTAIN, LLC TERMS AND CONDITIONS

PAYMENT

Merchandise will be invoiced upon delivery. If there is to be more than one delivery of merchandise, an invoice will be issued upon the first delivery. Buyer agrees to pay each invoice within ten days of the invoice date. No payment shall be withheld on any invoice because partial delivery of the entire order. In the event of a project delay, merchandise will be invoiced upon delivery of product into storage. Any security deposit is non-refundable. If payments are in default, Spacesaver Intermountain, LLC (SI) shall have the option of declaring the remaining unpaid purchase price due and payable and may elect to recover merchandise and take judgment for deficiency after public or private sale including interest, collection costs and attorney fees.

SECURITY INTEREST

Buyer hereby grants Spacesaver Intermountain, LLC a security interest in all merchandise sold under this order to secure full payment of the purchase price and all other obligations of Buyer under this agreement. A copy of this agreement may be filed as a financing statement. Buyer's signature hereon authorizes SI to execute such financing statements on Buyer's behalf as may be required by the State.

INSTALLATION DATE

- (a) The installation date is agreed upon for the purpose of specifying delivery dates of merchandise ordered from manufacturers. Although SI will use its best efforts to expedite timely delivery, it cannot guarantee that merchandise will arrive from manufacturers as specified, and SI shall not be liable for ordered merchandise not arriving timely.
- (b) Buyer shall provide or pay for all storage of ordered merchandise necessary after the Installation Date, and for all costs of moving such merchandise to and from storage after the Installation Date.

INSTALLATION TERMS

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FLOORS

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SURVEYS, PERMITS, AND REGULATIONS

BUYER shall procure and pay for all permits, inspections, and/or structural calculations required by any governmental authority for any part of the work performed by Spacesaver Intermountain, LLC, except if stated otherwise.

WARRANTIES AND CLAIMS

- (a) SI warrants for a period of one year from delivery that the manufacturer is free from defects in workmanship and materials, and that it will repair or replace defective merchandise, at its cost, within a reasonable time, subject to availability of replacement merchandise. No other warranties, expressed or implied, are granted hereunder. No warranty in addition to the foregoing expressed warranties, whether expressed or implied, made by any employee or agent of SI shall be valid unless reduced to writing and signed by an officer of SI, TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, IS LIMITED TO THE PERIOD OF ONE YEAR FROM THE DATE OF DELIVERY.
- (b) Buyer shall inspect the merchandise upon delivery. Acceptance of delivery constitutes acceptance of the merchandise as delivered. Any warranty claims for latent defects not discoverable upon reasonable inspection must be made in writing within the warranty period.

DEFAULT, INTEREST AND FEES

Buyer shall pay interest at the rate of 18% per annum on all payments in default, and shall pay all reasonable costs, expenses and attorneys' fees incurred by SI in enforcing the terms of this agreement.

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Today's Date	January 28, 2022
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Salesperson	Matt Thomas

PRODUCT	LIST	Contract Discount %	Sourcewell Discount	Sourcewell Member Net Price
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Cantilever Shelving	\$ -	FALSE		
RaptorRAC® Wide Span Shelving	\$ -	FALSE		
Storage Products (including Lockers, Doors & Drawers, Art Racks, UWR)	\$ -	FALSE		
Xtend® High Bay Shelving, ControlLOC and ActivRAC® Stainless Steel	\$ -	FALSE		
ActivRAC® Heavy Duty Racking Systems (excluding stainless steel)	\$ -	FALSE		
Day Use Lockers	\$ -	FALSE		
Viking Museum Cabinets	\$ -	FALSE		
TOTALS	\$ 11,123.00		\$ 4,504.82	\$ 6,618.19
			Total Contract Items	\$ 6,618.19

Purchase Order Address:

Spacesaver Intermountain, LLC
249 South 400 East
Salt Lake City, UT 84111

Installation	\$ 2,745.76
Freight	\$ 2,886.00
Material Surcharge	\$ 889.84
Off-Contract Sell Price (Manufactured/Supplied by Spacesaver)	\$ -
Off-Contract Sell Price (Supplied by Other vendors)	\$ 8,910.00
Total Project Amount	\$ 22,049.78



Proposal

Spacesaver Intermountain, LLC
 249 South 400 East
 Salt Lake City, UT 84111

Quota/Order No	61497
Date	01/28/2022
Customer PO No	
Customer Account	POCATELLO POLICE DEPT.
Sales Associate	MATT THOMAS
Project Number	
Page	1 of 2

T POCATELLO POLICE DEPARTMENT
 O 911 NORTH 7TH AVE.
 POCATELLO, ID 83201

 ATTN: AMY TAYSOM
 Phone: 208-234-6107
 Fax: 208-234-6290
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 H 911 NORTH 7TH AVE.
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 P

 T ATTN: CAPTAIN BILL COLLINS - 208-234-6121
 O

Prepared for : CAPTAIN BILL COLLINS

Matt Thomas
 801-994-6359
 mthomas@spacesaverim.com

Group	Quantity	Description	Unit Price	Extended Amount
Homicide Storage Room	1.0	Homicide Storage Static Shelving. Refer to drawings dated (1-28-22).	22,049.79	22,049.79
Price based on Sourcewell contract with freight and installation				

SUB TOTAL:	\$22,049.79
SALES TAX:	0.00
GRAND TOTAL:	22,049.79
Required Deposit 50.0%:	\$11,024.90

Buyer agrees to purchase the goods and services described on this and all preceding pages, in accordance with the TERMS AND CONDITIONS on the following page, including but not limited to the "Payment" and "Default, Interest and Fees" provisions. This proposal is only an offer to purchase and is not binding upon the SELLER until accepted by the SELLER in writing. This proposal is valid for 30 days unless noted otherwise. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES.

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

TITLE: _____



Proposal
Spacesaver Intermountain, LLC
249 South 400 East
Salt Lake City, UT 84111

Quote/Order No	61497
Date	01/28/2022
Customer PO No	
Customer Account	POCATELLO POLICE DEPT.
Sales Associate	MATT THOMAS
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(b) Buyer shall provide or pay for all storage of ordered merchandise necessary after the Installation Date, and for all costs of moving such merchandise to and from storage after the Installation Date.

INSTALLATION TERMS

Delivery and Installation shall be made by SI personnel, or its subcontractor, during normal working hours or at other hours by special arrangement. Buyer shall pay additional labor costs resulting from off-hour or overtime work performed at Buyer's request or from required use of labor other than SI personnel or its authorized subcontractor. Buyer shall provide, at Buyer's cost, electricity, heat, hoisting and elevator service and adequate facilities for off-loading, staging, moving and handling of merchandise. The job site shall be clean and free of obstruction for installation. Finished floor coverings (i.e. carpet, tile, etc.) must be removed and subfloor clear and free for grouted mobile rail installation. Buyer shall pay any special packaging or handling costs not contained in the specifications.

INSURANCE AND RISK OF LOSS

All risk of loss shall pass from SI to Buyer upon delivery of merchandise to Buyer or upon delivery of merchandise into storage for the account of Buyer after the Installation date, whichever comes first. For the purposes of this paragraph five only, the term "merchandise" shall include any property owned by or under control of SI delivered to or for the benefit of Buyer, whether purchased by Buyer or delivered to Buyer on approval. Buyer shall carry fire and casualty insurance in an amount sufficient to insure the value of the merchandise at the delivery site or at the storage site.

TAXES AND FREIGHT

Prices do not include any applicable sales, use, excise, or other taxes which, if applicable, Buyer shall pay and which shall be added to the sales price at time of invoicing. Buyers exempt from taxes shall furnish certificates of exemption upon execution of this agreement. Freight charges are F.O.B. job site unless otherwise indicated.

CANCELLATION AND CHANGES

This agreement, once executed by SI and Buyer, cannot be cancelled or modified except by a writing signed by both parties. Changes made in the agreement which result in increased charges shall be for the account of the Buyer. Specialty storage products are built to order and in many cases are either non-cancellable or require significant cancellation charges after an order is placed. The minimum cancellation fee will be equal to 30% of product cost plus any additional costs associated with each manufacturer. No storage products or other specially ordered items can be cancelled or returned after the manufacturer begins production. Prices and quantities of storage products and other items measured from blueprints or otherwise estimated are subject to change upon field measurement at the expense of the Buyer.

FLOORS

BUYER is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed. Finished floor coverings are not included unless otherwise noted.

SURVEYS, PERMITS, AND REGULATIONS

BUYER shall procure and pay for all permits, inspections, and/or structural calculations required by any governmental authority for any part of the work performed by Spacesaver Intermountain, LLC, except if stated otherwise.

WARRANTIES AND CLAIMS

(a) SI warrants for a period of one year from delivery that the manufacturer is free from defects in workmanship and materials, and that it will repair or replace defective merchandise, at its cost, within a reasonable time, subject to availability of replacement merchandise. No other warranties, expressed or implied, are granted hereunder. No warranty in addition to the foregoing expressed warranties, whether expressed or implied, made by any employee or agent of SI shall be valid unless reduced to writing and signed by an officer of SI. TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, IS LIMITED TO THE PERIOD OF ONE YEAR FROM THE DATE OF DELIVERY.

(b) Buyer shall inspect the merchandise upon delivery. Acceptance of delivery constitutes acceptance of the merchandise as delivered. Any warranty claims for latent defects not discoverable upon reasonable inspection must be made in writing within the warranty period.

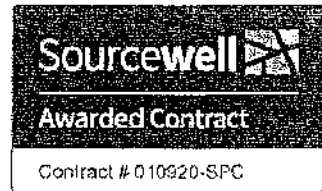
DEFAULT, INTEREST AND FEES

Buyer shall pay interest at the rate of 18% per annum on all payments in default, and shall pay all reasonable costs, expenses and attorneys' fees incurred by SI in enforcing the terms of this agreement.

ENTIRE AGREEMENT; CONTROLLING LAW

This agreement constitutes the entire agreement between the parties. Buyer is relying solely upon the terms of this agreement, and not upon any oral or written statements, whether of SI, its officers, employees or agents, of any manufacturer, or any other person whatsoever on entering into this agreement. This agreement shall be interpreted and enforced under the laws of the State of Utah.

I have read and understand these terms and conditions: _____



SPACESAVER CONTRACT PRICING SOURCEWELL STORAGE CONTRACT #010920-SPC

Customer Name & Project	Pocatello Police Dept. / General Evidence
Today's Date	January 28, 2022
Spacesaver Distributor:	Spacesaver Intermountain LLC
Salesperson	Matt Thomas

PRODUCT	LIST	Contract Discount %	Sourcewell Discount	Sourcewell Member Net Price
Standard Mobile & Wheelhouse Products	\$ -	FALSE		
4 Post & Case Type Shelving	\$ 8,773.50	40.5%	\$ 3,553.27	\$ 5,220.23
Cantilever Shelving	\$ -	FALSE		
RaptorRAC® Wide Span Shelving	\$ -	FALSE		
Storage Products (including Lockers, Doors & Drawers, Art Racks, UWR)	\$ -	FALSE		
Xtend®High Bay Shelving, ControlLOC and ActivRAC® Stainless Steel	\$ -	FALSE		
ActivRAC®Heavy Duty Racking Systems (excluding stainless steel)	\$ -	FALSE		
Day Use Lockers	\$ -	FALSE		
Viking Museum Cabinets	\$ -	FALSE		
TOTALS	\$ 8,773.50		\$ 3,553.27	\$ 5,220.23
			Total Contract Items	\$ 5,220.23

Purchase Order Address:

Spacesaver Intermountain, LLC
249 South 400 East
Salt Lake City, UT 84111

Installation	\$ 2,024.33
Freight	\$ 2,886.00
Material Surcharge	\$ 701.88
Off-Contract Sell Price (Manufactured/Supplied by Spacesaver)	\$ -
Off-Contract Sell Price (Supplied by Other vendors)	\$ -
Total Project Amount	\$ 10,832.44



Proposal

Spacesaver Intermountain, LLC
 249 South 400 East
 Salt Lake City, UT 84111

Quote/Order No	61497
Date	01/28/2022
Customer PO No	
Customer Account	POCATELLO POLICE DEPT.
Sales Associate	MATT THOMAS
Project Number	
Page	1 of 2

T POCATELLO POLICE DEPARTMENT
 O 911 NORTH 7TH AVE.
 POCATELLO, ID 83201

ATTN: AMY TAYSOM
 Phone: 208-234-6107
 Fax: 208-234-6290
 ATAYSOM@POCATELLO.US

S POCATELLO POLICE DEPARTMENT
 H 911 NORTH 7TH AVE.
 I POCATELLO, ID 83201
 P

T ATTN: CAPTAIN BILL COLLINS - 208-234-6121
 O

Prepared for : CAPTAIN BILL COLLINS

Matt Thomas
 801-894-6359
 mthomas@spacesaverlm.com

Group	Quantity	Description	Unit Price	Extended Amount
Guns and Drug Storage	1.0	Guns and drugs static shelving. Refer to drawings dated (1-28-22).	10,832.44	10,832.44
Price based on Sourcewell contract including freight and installation				

SUB TOTAL:	\$10,832.44
SALES TAX:	0.00
GRAND TOTAL:	10,832.44
Required Deposit 50.0%:	\$5,416.22

Buyer agrees to purchase the goods and services described on this and all preceding pages, in accordance with the TERMS AND CONDITIONS on the following page, including but not limited to the "Payment" and "Default, Interest and Fees" provisions. This proposal is only an offer to purchase and is not binding upon the SELLER until accepted by the SELLER in writing. This proposal is valid for 30 days unless noted otherwise. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES.

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

TITLE: _____



Proposal

Spacesaver Intermountain, LLC
249 South 400 East
Salt Lake City, UT 84111

Quote/Order No	61487
Date	01/28/2022
Customer PO No	
Customer Account	POCATELLO POLICE DEPT.
Sales Associate	MATT THOMAS
Project Number	
Page	2 of 2

SPACESAVER INTERMOUNTAIN, LLC TERMS AND CONDITIONS

PAYMENT

Merchandise will be invoiced upon delivery. If there is to be more than one delivery of merchandise, an invoice will be issued upon the first delivery. Buyer agrees to pay each invoice within ten days of the invoice date. No payment shall be withheld on any invoice because partial delivery of the entire order. In the event of a project delay, merchandise will be invoiced upon delivery of product into storage. Any security deposit is non-refundable. If payments are in default, Spacesaver Intermountain, LLC (SI) shall have the option of declaring the remaining unpaid purchase price due and payable and may elect to recover merchandise and take judgment for deficiency after public or private sale including interest, collection costs and attorney fees.

SECURITY INTEREST

Buyer hereby grants Spacesaver Intermountain, LLC a security interest in all merchandise sold under this order to secure full payment of the purchase price and all other obligations of Buyer under this agreement. A copy of this agreement may be filed as a financing statement. Buyer's signature hereon authorizes SI to execute such financing statements on Buyer's behalf as may be required by the State.

INSTALLATION DATE

(a) The installation date is agreed upon for the purpose of specifying delivery dates of merchandise ordered from manufacturers. Although SI will use its best efforts to expedite timely delivery, it cannot guarantee that merchandise will arrive from manufacturers as specified, and SI shall not be liable for ordered merchandise not arriving timely.
(b) Buyer shall provide or pay for all storage of ordered merchandise necessary after the Installation Date, and for all costs of moving such merchandise to and from storage after the Installation Date.

INSTALLATION TERMS

Delivery and Installation shall be made by SI personnel, or its subcontractor, during normal working hours or at other hours by special arrangement. Buyer shall pay additional labor costs resulting from off-hour or overtime work performed at Buyer's request or from required use of labor other than SI personnel or its authorized subcontractor. Buyer shall provide, at Buyer's cost, electricity, heat, hoisting and elevator service and adequate facilities for off-loading, staging, moving and handling of merchandise. The job site shall be clean and free of obstruction for installation. Finished floor coverings (ie. carpet, tile, etc.) must be removed and subfloor clear and free for grouted mobile rail installation. Buyer shall pay any special packaging or handling costs not contained in the specifications.

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WARRANTIES AND CLAIMS

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(b) Buyer shall inspect the merchandise upon delivery. Acceptance of delivery constitutes acceptance of the merchandise as delivered. Any warranty claims for latent defects not discoverable upon reasonable inspection must be made in writing within the warranty period.

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ENTIRE AGREEMENT; CONTROLLING LAW

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I have read and understand these terms and conditions: _____

To Whom it May Concern:

The following is the percentage increase in shelving capacity for the main evidence room, gun and drug room, and homicide storage room at the Pocatello Police Department. The increase is based on the number of shelves being added in each room. I have also included the long gun and handgun capacity when weapons are boxed.

Main Evidence Room:

Current shelf levels in the room are 191 shelves averaging 14" tall openings
Proposed increase includes 428 shelf levels with 11 ¼" tall openings
Total Increase in shelf openings is 124% increase.

Gun and Drug Room:

Current shelf levels in the room are 28 shelves averaging 28.5" tall openings
Proposed increase includes 49 shelf levels with 14 ¼" and 31" tall openings
Total increase in shelf openings is 75%

Handgun total is 378 boxed handguns

Long gun total is 98 boxed long guns

Benefit of boxed gun storage is organization with case numbers facing outward. This will allow for much quicker retrieval of any case number from the shelving.

Homicide Storage Room:

Current shelf levels in the room are 40 shelves averaging 19.5" tall openings
Proposed increase includes 91 shelves with 15 ¾" and 38 ¾" tall openings
Total increase in shelf openings is 127.5%

Homicide shelving also includes roll down tambour doors for securing more high profile or sensitive evidence within the homicide storage room

All the proposed shelving is Spacesaver 4-post shelving. Each shelf is fully adjustable on ¼" increments. Shelving is versatile in additional accessories such as dividers, drawers, cabinet doors, rolling doors, hanging rails, and colored storage bins. Accessories can be added to the existing shelving as needs change or budget allows.

All Spacesaver 4-post shelving comes with a lifetime warranty. The mobile storage system comes with a lifetime warranty on the structural frame and a 5-year warranty on all moving parts.

Best regards,

Spacesaver Intermountain, LLC
249 South 400 East
Salt Lake City, UT 84111
801 363 5882 main
801 359 4326 fax

Matt Thomas
Public Safety Specialist
801 994 6359 direct
801 557 0885 mobile