Awarded Vendor
0000061358
Spacesaver Storage Systems, Inc.
dba Motus Space Solutions, Inc.
1450 Janesville Avenue
Fort Atkinson WI 53538-2798

Telephone No. (920) 563-0735
contracts@spacesaver.com

Price Agreement Number: 80-000-18-00056
Price Agreement Amendment No.: Two
Term: February 16, 2018 – November 21, 2023

Procurement Specialist: Natalie Martinez
Telephone No.: (505) 827-0251
Email: natalie.martinez1@state.nm.us

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at time of order

Title: Spacesaver Storage Systems

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following Effective immediately:

Update vendor information:
From: 0000045311
Spacesaver
dba Improve Group
3550 Pan American Freeway NE Ste. A
Albuquerque NM 87107
(920) 563-0771

To: 0000061358
Spacesaver Storage Systems, Inc.
dba Motus Space Solutions, Inc.
1450 Janesville Avenue
Fort Atkinson WI 53538-2798
(920) 563-0735

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Date: 4/15/19

New Mexico State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
Awarded Vendor
0000045311
Spacesaver
Improve Group
3550 Pan American Freeway NE Suite A
Albuquerque NM 87107

Telephone No. (920) 563-0771
contracts@spacesaver.com

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at time of order

Price Agreement Number: 80-000-18-00056
Price Agreement Amendment No.: One
Term: February 16, 2018 – November 21, 2023

Procurement Specialist: Natalie Martinez
Telephone No.: (505) 827-0251
Email: natalie.martinez1@state.nm.us

Title: Spacesaver Storage Systems

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 22, 2018 to November 21, 2023 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]

New Mexico State Purchasing Agent

Date: 9/28/18

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472 nm
State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
0000045311
Spacesaver
dba Improve Group
3550 Pan American Freeway NE Suite A
Albuquerque NM 87107
Telephone No. ___

Price Agreement Number: 80-000-18-00056
Payment Terms: See Contract
F.O.B.: See Contract
Delivery: See Contract

Procurement Specialist: Natalie Martinez
Telephone No.: (505) 827-0251

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As requested at time of order

Title: Spacesaver Storage Systems

Term: February 16, 2018 – November 21, 2018

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

Date: 2/16/18

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472 nm
Establish a Price Agreement based on GSA Contract #GS-28F-006BA for **Spacesaver Storage Systems**.

This Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Period End</th>
<th>Report Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 30</td>
<td>October 31</td>
</tr>
<tr>
<td>December 31</td>
<td>January 31</td>
</tr>
<tr>
<td>March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>June 30</td>
<td>July 31</td>
</tr>
</tbody>
</table>

The periodic report shall include the gross total sales for the period subtotaled by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales for the period. Reports shall be emailed to: GSDQuarterlyUsageR@state.nm.us

This agreement is not intended to be used to procure “Open Market” items.

<table>
<thead>
<tr>
<th>Item</th>
<th>Approx Qty</th>
<th>Unit</th>
<th>Article and Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>1</td>
<td>Ea.</td>
<td>High-Density Mobile, Shelving and Storage Systems</td>
<td></td>
</tr>
</tbody>
</table>

*** 1 Item Total ***

**NOTE TO USER AGENCY:** $200,000.00 Threshold shall apply to all projects.
GSA PRICE LIST
HIGH-DENSITY MOBILE SHELVING

SCHEDULE 71
General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Price List

SIN Numbers:
High-Density Moveable Shelf Filing Systems 711-7
Clothing Lockers and Locker Benches 71-309
Industrial Warehouse Storage 71-310
Optional Installation Service 711-95
Distribution Code: OOSC-7193

Cage Code: 58928
FSC Group 71
FSC Class 7125

Contract No.: GS-28F-006BA
Contract Period: Nov. 22, 2013 - Nov. 21, 2018

Contractor: Spacesaver Corporation
The Spacesaver Group
1450 Janesville Avenue
Fort Atkinson, WI 53538-2798
Phone: 920/563-6362,
800/492-3434
FAX: 920/563-2702

Business Size: Large
DUNS# 796830029
Federal Tax ID# 39-1383557

Storage Solved®
INFORMATION FOR ORDERING

1a. Special Item Numbers: 711-7, 71-309, 71-310 and 711-95
1b. Lowest price model number under SIN 711-7: Part No. CLH 05, List: $2.15
1c. Lowest price model number under SIN 71-309: Part No. PSLG722424DM, List: $1,404
1d. Lowest price model number under SIN 71-310: RAC7RM820 or RACSPJB; List: $10.25
2. Maximum Order: $200,000 Net
3. Minimum Order: $100.00
6. Discounts from List Prices:

<table>
<thead>
<tr>
<th>SIN 711-7</th>
<th>SIN 71-309</th>
<th>SIN 71-310</th>
</tr>
</thead>
<tbody>
<tr>
<td>Movable Carriages,</td>
<td>Personal Storage</td>
<td>ActivRAC® 16P,</td>
</tr>
<tr>
<td>Wide Span Shelving,</td>
<td>Lockers</td>
<td>Seismic Articulation,</td>
</tr>
<tr>
<td>Storage Products &amp;</td>
<td></td>
<td>ActivRAC® 7M,</td>
</tr>
<tr>
<td>Weapon Racks</td>
<td></td>
<td>ActivRAC® 7P</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>$0.4</th>
<th>46.1%</th>
<th>$100.00 - $444,444.00</th>
<th>46.1%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cantilever/Bookstack</td>
<td>$100.00 - $6,499.99</td>
<td>47.2%</td>
<td>$100.00 - $444,444.00</td>
<td>46.1%</td>
</tr>
<tr>
<td>Shelving</td>
<td>$6,500.00 - $18,499.99</td>
<td>51.3%</td>
<td>Non-Union Labor rate $50.00 - $122.00/hr.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$18,500.00 - $32,499.99</td>
<td>54.3%</td>
<td>Union Labor Rate $85.00 - $180.00/hr.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$32,500.00 - $444,444.00</td>
<td>57.4%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4-Post and Case</td>
<td>$100.00 - $8,599.99</td>
<td>44.1%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type Shelving</td>
<td>$8,600.00 - $17,199.99</td>
<td>47.2%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$17,200.00 - $28,799.99</td>
<td>51.3%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$29,000.00 - $444,444.00</td>
<td>54.3%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. Quantity discounts: N/A.
8. Prompt Payment Terms: 1%- 10 days, 1%/ 15 days, Net - 30 days from receipt of invoice.
9a. Government Commercial credit card accepted under this contract.
9b. Discount for payment by Government commercial credit card: N/A.
10. Foreign Items: N/A.
11. Time of Delivery: Delivery time after receipt of orders should be anticipated as 60 days for systems and related accessories unless earlier delivery is requested and confirmed by Spacesaver.
12. Expedited Delivery Times: Certain 4-Post Shelving Components, 48 hours; Certain Case Shelving & Other 4-Post Items, 4 days; Certain Mobile Products, 10 days.
13. Cancellation Policy: No cancellation charge prior to production. After production has begun, the government will only be charged for actual costs incurred for items, which cannot be resold within six months from date of cancellation.
14. Restocking: There is no restocking charge; however, written authorization is required from the manufacturer prior to acceptance of any returns.
15. F.O.B. Terms: FOB Destination.
16. Ordering Addresses: Spacesaver Storage Systems, Inc., c/o any sales office (see below), 1450 Janesville Avenue, Fort Atkinson, Wisconsin 53538
17. Payment Address: Spacesaver, P.O. Box 60309, Charlotte, NC 28260-3039.
18. Warranty Provision: The contractor guarantees the equipment against defective material workmanship and performance; Lifetime Limited Warranty for all structural frames and a 5-year Limited Warranty for all equipment other than the structural frames. During the 5-year period, all parts are included at no cost, and labor is included at no cost for the first fourteen (14) months. Said guarantee to run from date of the System Acceptance signed by the using agency. All parts found defective within that period shall be replaced and any repairs or adjustments required shall be made by the contractor without cost to the Government. For ActivRAC - 1-year parts and labor for structural frames, 5-year parts and labor for carriage drive motors and 1-year parts and labor for the carriage elements. During the 1-5 year periods, parts are included at no cost. Following the fourteen (14) month labor warranty period stated above, The Spacesaver Group will provide continuing service under a separate preventative maintenance agreement. Cost for such agreement available on request from the area Spacesaver Group Sales Office.
19. Export Packing Charges: Prices do not include transportation (freight) cost or export packaging from port of embarkation to any location outside of the continental United States.
21. Terms & Conditions of rental, maintenance, and repair: N/A.
22. Terms and Conditions of Installation: The Net prices do not include engineering, installation*, unloading and portage or erection of systems components at customer's location. Location differences are such that individual surveys and cost estimates for these services are mandatory. The Spacesaver Group Sales Offices will perform the above services throughout the United States. Application surveys are locally available from The Spacesaver Group Sales Offices without charge. Spacesaver Sales Offices will also assist in the detail mechanics of order placement.
*The installation service option does not normally include system engineering, site preparation or modification. Thus, electrical power outlets, masonry or structural modification and relocation of existing equipment or housed materials is excluded. Furthermore, it should be assumed that there is no provision for unloading of trucks nor portage to site from the truck or from interim storage area. Should any of the above excluded services be required, the buying agency shall request a separate quotation defining the additional services they require under item 711-95. All work is conducted during normal daytime business hours, Monday through Friday.
23. Terms and conditions of repair parts: N/A.
26. Preventive maintenance: N/A.