



3275 N. M-37 Highway | P.O. Box 247
 Middleville, MI 49333-0247
 P: (269) 795-3308 or (800) 632-4572
 F: (269) 795-9788
 www.hpsnet.com

CONFIDENTIAL

Agreed: X MS
 Name: Marc Sutter
 Title: Director of Sales
 Date: 6/10/21

Housekeeping - 589 (Rev. #0)

Moving Crates and Relocation Services

July 1, 2021

1. **DURATION:** Two (2) years – July 1, 2021 through June 30, 2023 with HPS option to renew for two additional, two-year contract terms, July 1, 2023 through June 30, 2025 and July 1, 2025 through June 30, 2027.
Current Status – First Term

2. **SUPPLIER & ORDERING INSTRUCTIONS:** Rentacrate

Please place all orders through:
 Rentacrate
www.rentacrate.com
 603 Washington St. Suite 500
 Pittsburgh, PA 15228

Company Business Hours: 7 am – 8 pm EST Monday – Friday

Contact: Marc Sutter
 Email: MSutter@Rentacrate.com
 Phone: 386-414-0902

To access the HPS contract, Members will need to sign the attached Letter of Participation.

3. **PRICING:** Per the attached price list, pricing is firm for the duration of the contract.

A. DISCOUNTED PRICING IS MEMBER NET.

4. **TERMS:** NET 30

5. **MINIMUM ORDER:** \$250.00

6. **SHIPPING:** Member Pays Shipping. Delivery and pick up fee for crates, carts and bins is variable and based upon geographic location.

7. **SERVICE AREA:** Entire HPS Footprint

8. **BEST TARGETS:** Schools, Colleges, Universities, Senior Living, Hospitals, Jails, Camps

9. **ELIGIBLE CLASSES OF TRADE:** Medical, Senior Living, Education, Medical Associates, Associates

10. **CONTRACT PORTFOLIO ANALYST:** Kelly Haight, E-Mail: khaight@hpsgpo.com

* Negotiated and approved by the HPS Engineers Advisory Committee.

(06/03/2021)



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EXHIBIT B

June 8, 2021

Marc Sutter
Region Director Sales
Rentacrate
603 Washington St Suite 500
Pittsburgh, PA 15228

RE: HPS MASTER GROUP AGREEMENT #589 (REV. #0) - Moving Crates and Relocation Services

Dear Marc:

This is to advise you that your Company's proposal on Moving Crates and Relocation Services for HPS's member/participant institutions, was accepted as best proposal by the HPS Engineers Advisory Committee. As used in this Master Group Agreement, "HPS," "we," "us," and "our" refer to HPS LLC, a Delaware nonprofit limited liability company, and its subsidiary, HPS MI, Inc., a Delaware nonprofit corporation, as their interests may appear. We accept this proposal under the terms and conditions as set forth in the HPS Request for Proposals, including all its Appendices and Exhibits, and your proposal dated 4/14/2021. As the successful vendor, you are expected to follow up with planned visits to each eligible HPS member/participant to explain the program and pass along literature. Furthermore, if prices are available through distributors, it will be your responsibility to inform all distributors of the HPS pricing prior to the effective date of this Master Group Agreement. It will also be your responsibility to notify distributors of any future price changes in a like manner.

REPORTS TO HPS:

As per your response to item #16 on the Terms and Conditions sheet on your proposal, we will expect to receive your first dollar volume electronic report by participating institution to the HPS Office on or before 10/15/2021, via XLS or TXT file format. Also, you are responsible for dollar volume reports whether purchases are made via a distributor or direct.

You agree to pay HPS a recording fee equal to one tenth of one percent (.1%) of Total Sales, due thirty (30) days after each quarter or month (depending on how you report). For purposes of this Master Group Agreement, "Total Sales" means your gross sales to our members and participants (or to member's or participant's representatives including affiliates, subsidiaries, subcontractors, contractors, agents or other representatives) net of any discounts and return credits within the same reporting period. Any recording fee paid after the effective date of this Master Group Agreement is final, and not subject to be offset, nor will future adjustments be made for returns of vendor product purchases made by HPS members/participants. HPS will allocate recording fees between HPS LLC (for tax-exempt, nonprofit member activity) and HPS MI, Inc. (for taxable, for-profit participant activity), as appropriate.

Any payment due hereunder must be submitted with the corresponding electronic statistical dollar volume report. Should you be unable to meet this commitment for any reason, you must pay interest on the outstanding amount, accruing on a daily basis from and after the due date until any outstanding amount has been paid in full, at a rate equal to the prime rate of interest announced by Comerica Bank, Grand Rapids, MI, plus two percent (2%).

Payment for recording fee payment to HPS can be made by electronic funds transfer (EFT). Call the HPS accounting department at 269-795-3308 for details regarding EFT payment information. An alternative payment method is by check made payable to HPS and mailed to 3275 N. M37 Hwy., P.O. Box 247, Middleville, MI 49333-0247.

Please provide HPS with an electronic version of all applicable agreement information including price list, commitment form, etc. in either Microsoft Word or Microsoft Excel.


AVAILABILITY: You guarantee availability of Moving Crates and Relocation Services for duration of this Master Group Agreement.


The initial term of this Master Group Agreement is two (2) years, commencing on the date stated on the contract summary sheet that we will provide for your signature. We have the option to extend the term for up to two (2) additional periods of two (2) years each, by written notice to you before expiration of the then-current term.

Any current or future HPS Institution (as defined in the Request for Proposals) may make purchases under this Master Group Agreement upon entering into an Individual Member/Participant Agreement with you referencing this Master Group Agreement, as more fully described in the Request for Proposals. This Master Group Agreement may be terminated by us by giving 60 days written notice of such termination to you. Except as otherwise provided below, termination of this Master Group Agreement will constitute termination of all Individual Member/Participant Agreements executed by and between you and any participating HPS Institution pursuant to this Master Group Agreement. Any participating HPS institution also may terminate its participation under this Master Group Agreement and any Individual Member/Participant Agreement by giving you 60 days written notice of such termination. If this Master Group Agreement is terminated by HPS, a participating HPS institution may elect to continue its existing Individual Agreement with you pursuant to the existing terms and conditions of the Individual Agreement. If a participating HPS institution elects to continue its Individual Agreement with you, the participating HPS institution will notify you in writing of this election within 30 days of the termination of this Master Group Agreement and the Individual Member Agreements by HPS.

Your agreement with HPS includes this Master Group Agreement, the Request for Proposals, the Appendices, Exhibits, and other documents identified in the Request for Proposals, and your proposal, all of which are incorporated into this Master Group Agreement in the order of priority set forth in the Request for Proposals. Your agreement with the foregoing will be indicated by your signing and returning to us a copy of this Master Group Agreement. Please be advised that HPS will not send notice of this Master Group Agreement to our member/participant institutions until a signed copy of this Master Group Agreement copy has been received in our office. Therefore, it is imperative that this document be signed and returned to my attention at your earliest convenience. You may not assign this Master Group Agreement, by operation of law or otherwise, without the prior written consent of HPS.

We look forward to a mutually beneficial relationship between your company and our member/participant institutions.

HPS
SIGNATURE: 
Kelly Haight
DATE: 6/8/21

AGREED: Rentacrate
SIGNATURE: 
NAME & TITLE: Reya Director SALES
DATE: 6/9/21

Rentacrate
HPS #589 (REV. 0)
Discount List
Effective July 1, 2021

HPS RATE **Delivery and Pick Up Fee For Crates, Carts and Bins Is Variable and Applied Based Upon Geographic Location. Contact msutter@rentacrate.com For Details.

HPS Ancillary Ala Carte Services:

DESCRIPTION	RATE	UNIT
Project Manager	\$79.00	per hour
Mover	\$32.00	per hour
Supervisor	\$39.00	per hour
Driver	\$35.00	per hour
Tractor Trailer	\$42.00	per hour
Box Truck	\$39.00	per hour
Transportation Van	\$125.00	per day
IT Disconnect/Reconnect	\$50.00	per hour
Peripheral Connection Services	\$25.00	per hour
Project Coordinator	\$69.00	per hour

Crates

Product	Description	Unit	Daily	Replacement	Sell
A1N File Crate	A1N Standard File Crate w/ Crate Dolly Included at a 4:1 Ratio (1 dolly for every 4 crates ordered)	Per Crate	\$0.42 (10 Day Minimum)	\$39.95	\$ 0.25
A1N File Crate Dolly	Included with Rental Price	Per Dolly	Included	\$52.25	included
LC40 Lateral File Crate	LC40 Lateral File Crate w/ Crate Dolly Included at a 3:1 Ratio (1 dolly for every 3 crates ordered)	Per Crate	\$0.59	\$195.95	\$ 0.29
LC40 File Crate Dolly	Included with Rental Price	Per Dolly	Included	\$59.95	Included
C7 Computer Crate	C7 Computer Crate w/ Crate Dolly Included at a 2:1 Ratio (1 dolly for every 2 crates ordered)	Per Crate	\$2.25	\$175.95	\$ 1.35
C7 Computer Crate Dolly	Included with Rental Price	Per Dolly	Included	\$59.95	included
SC Crate	Stair Carry Crate	Per Crate	\$0.30	\$22.95	\$ 0.18

Carts & Dollies

Product	Description	Unit	Daily Rental Price	Replacement Price	Sell
Computer Cart	Computer Cart	Per Cart	\$5.50	\$340.00	\$ 3.30
DSLCL	Double Sided Library Cart	Per Cart	\$5.50	\$330.00	\$ 3.30
SSLCL	Single Sided Library Cart	Per Cart	\$4.50	\$295.00	\$ 2.70
HIPAA DSLCL	HIPAA Compliant Double Sided Library Cart	Per Cart	\$6.50	\$395.00	\$ 2.60
HIPAA SSLCL	HIPAA Compliant Single Sided Library Cart	Per Cart	\$5.50	\$360.00	\$ 3.30
Panel Cart	Panel Cart	Per Cart	\$5.50	\$350.00	\$ 3.30
Picture Cart	Picture Cart	Per Cart	\$5.50	\$495.00	\$ 3.30
4WD	4 Wheel Moving Dolly	Per Dolly	\$1.15	\$44.95	\$ 0.69

Bins For Rental

<u>Product</u>	<u>Description</u>	<u>Unit</u>	<u>Daily Rental Price</u>	<u>Replacement Price</u>	<u>Sell</u>
Large Multi-Purpose Bin (PB20)	For large, bulky or odd shaped items - FOR RENTAL ONLY, NOT FOR PURGING SERVICES	Per Bin	\$8.90	\$325.00	\$ 5.34
Purge Bin *DURING COLLEGE MOVE IN*	June - September ** College Move In** rental	Per Bin	\$12.95	\$325.00	\$ 7.77