

**Solicitation Number: RFP #012621****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PorterCorp, 4240 N. 136th Ave., Holland, MI 49424 (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 government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Open Air Structures and Accessory or Utility Buildings with Related Equipment and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 5, 2025, unless it is cancelled sooner pursuant to Article 22. 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 14 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 Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. **WARRANTY.** 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 Participating Entity 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 Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers 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.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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 Participating Entity 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 Participating Entity.

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

C. HOT LIST PRICING. At any time during this Contract, 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 Participating Entities.

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); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. 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 Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

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

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, 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 Participating Entities, 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/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by 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 Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment 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 Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell 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 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell'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 Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither 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.

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

D. **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.

E. **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. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, 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. 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.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

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

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

14. 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.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found 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.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the 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 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 Participating Entities 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 Participating Entity order under this Contract, in default:

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

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.

18. 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), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-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), or equivalent.

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 Professional 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

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.

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 list Sourcewell and its Participating Entities, 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/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. 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 the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may 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 Participating Entity 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 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.

22. CANCELLATION

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

Sourcewell

PorterCorp

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 3/3/2021 | 2:13 PM CST

DocuSigned by:
Ben Judy
2BB5979B9BB8496...
By: _____
Ben Judy
Title: Director of Sales & Marketing
Date: 3/3/2021 | 11:39 AM CST

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
Date: 3/4/2021 | 8:58 AM CST

RFP 012621 - Open Air Structures and Accessory or Utility Buildings with Related Equipment and Services

Vendor Details

Company Name: PorterCorp
Does your company conduct business under any other name? If yes, please state: Conduct business under the brands Poligon and CEAS+
Address: 4240 N. 136th Ave
Holland, MI 49424
Contact: Ben Judy
Email: ben.judy@portercorp.com
Phone: 616-405-5272
Fax: 616-399-9123
HST#:

Submission Details

Created On: Tuesday December 01, 2020 07:26:00
Submitted On: Monday January 25, 2021 18:38:06
Submitted By: Ben Judy
Email: ben.judy@portercorp.com
Transaction #: 29d76721-31ca-43cb-b73d-84abc9026b9a
Submitter's IP Address: 165.225.61.109

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	PorterCorp
2	Proposer Address:	4240 N. 136th Ave Holland, MI 49424
3	Proposer website address:	www.portercorp.com www.poligon.com www.ceasplus.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 and, in the event of award, will be expected to execute the resulting contract):	Ben Judy - Director of Sales & Marketing 4240 N. 136th Ave., Holland, MI 49424 616-888-3543 ben.judy@portercorp.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ben Judy - Director of Sales & Marketing 4240 N. 136th Ave., Holland, MI 49424 616-888-3543 ben.judy@portercorp.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David D'Amico - Inside Sales Manager 4240 N. 136th Ave., Holland, MI 49424 616-888-3532 david.damico@portercorp.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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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>PorterCorp has been manufacturing shelters since 1964 and was the original manufacturer to provide an easy to assemble, bolt together shelter that eliminates bird nesting and exposed anchor bolts. The Poligon brand is the leader in shelter manufacturing and is the most specified product throughout the United States and Canada. PorterCorp (the parent company) is owned by Playcore that believes in passionately providing dynamic play and recreation opportunities through innovative design, empowered employees, and dedicated customer support with over 25,000 installations and 38 sales representatives. Poligon is a brand of PorterCorp, the most specified shelter manufacturer in steel, wood and fabric. CEAS+ is a new brand created by PorterCorp 5 years ago targeting the architectural and commercial markets. Both brands sell and market open air steel structures and are part of this RFP. Our 145 employees are dedicated in manufacturing the highest quality of open-air structures that are done right, on time and exceed customer's expectations.</p> <p>PorterCorp business philosophy: When a park is created, so too is a community's image. These spaces become destinations, landmarks, and visual calling cards for years to come. Successful park development addresses many considerations to create a functional and inviting locale that gives communities a place to relax, play, make memories, and take pride in. Each site calls out for its own shapes, colors, and design. Park structures can be designed to follow along with surrounding architecture or lead the way with a bold direction of their own. Examples of both aesthetics can be seen in our catalog. As you browse through it, we hope it assists you in creating the ideal park setting for your community.</p> <p>Just as each site is distinctive, there are no "stock" buildings at PorterCorp. Each building is made one-at-a-time to customers' requirements. Customers select shapes, colors, ornamentation, roofing and special features. Computerized and automated manufacturing techniques speed this process up, while keeping costs and the price down.</p> <p>Since 1964, we at PorterCorp have been committed to providing a better way to create individually tailored parks, schools, churches and others that communities can be proud of. For today and for future generations, we do our best to make customers proud to not just have a 'shelter', but to have chosen a Poligon.</p> <p>PorterCorp's mission statement and guiding principles: Our Mission is to profitably grow our business by passionately providing dynamic play and recreation opportunities through innovative designs, empowered employees, and dedicated customer service.</p> <p>Guiding Principles:</p> <ol style="list-style-type: none"> 1) We must provide top quality as perceived by the customer. We will provide superior service with emphasis on our intangibles, fasted by extraordinary responsiveness. 2) We must pursue fast paced innovation. To assure us of this, we will invest in application-oriented small starts and will encourage pilot runs. 3) We will create a corporate capacity for innovation. We will need to incorporate creative swiping (not invented but reinvented here). We must use word-of-mouth marketing and support committed champions. 4) Fast failures: if it doesn't meet our objectives or our quantitative innovations goals, we must move on and take what we learned and apply it to the next pilot. 5) We must pursue self-managed teams – involve everyone in everything. 6) We must listen/celebrate/recognize. We must create and maintain greatness by training and retaining in a systematic, structured manner. 7) We must lead by empowering our team members. We must pay attention – listen, listen, and then prescribe the solution. 8) Evaluate everyone on their love of change. Create a sense of urgency – do it right, do it right now. 9) We must measure what's important, revisit the chief control tools, and decentralize information, authority, and strategic planning. 10) We must demand total integrity and know that we each must earn the right to be part of the team each day. <p>Delighting the Customer</p>
8	What are your company's expectations in the event of an award?	<p>PorterCorp became an awarded member in October of 2010. Our sales and distribution teams have used this as a major sales tool for over 10 years and have seen our sales increase steadily since the contract award. We have built a partnership in cooperative purchasing our company has not seen before. We believe with us working together we can continue to increase the purchases made by Sourcewell members for continued growth and success.</p> <p>We look forward in continuing to educate and train eligible Sourcewell members and our PorterCorp Team the benefits of cooperative purchasing and Sourcewell.</p>

9	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.	As of January 2021, PorterCorp has been in business for 57 years. During that time, we have grown our core business, by creating new products building the most recognizable brand in the shelter industry and have grown through acquisitions and new brands. For the past 25 years, we have produced positive operating income without exception. (reference document in financial strengths and stability folder)	*
10	What is your US market share for the solutions that you are proposing?	Poligon currently estimates our US market share between 47%-55%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Poligon currently estimates our Canadian market share between 57%-62%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	PorterCorp has never been petitioned for bankruptcy protection.	*
13	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. 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? 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?	PorterCorp is a manufacture of open-air structures and structural insulated panels. Poligon has been selling through its exclusive rep/dealer channel in the park and recreation and educational markets since 1976. Many of our dealers are family business who have been representing Poligon for 2 or 3 generations. Our dealers are the most established, competent, loyal, customer service driven team in the industry. Poligon is the premier brand in open air structures allowing us to align ourselves with the premier dealers. Our CEAS+ brand is also marketed through a separate dealer network and is presently represented by 14 dealers within the U.S. and Canada. All PorterCorp's reps and dealers are independently owned and operated. In addition to the sales and service force PorterCorp provides, our reps and dealers are considered an extension of our company. We work closely together to provide exceptional service to all Sourcwell members. The reps/dealers play in important roll in providing project management, customer service and installation services in order to provide a total turnkey solution for any open-air structure. 90% of PorterCorp's dealers are also selling playground equipment and other park related products (Playpower, Landscape Structures, Sof Surfaces, Rain Drop, etc.) held by a Sourcwell contract making them more valuable to Sourcwell members.	*
14	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.	Certifications: AISC Building Fabricator valid through 7/31/21 (see certifications folder) PCI 4000 through 9/21/2021 (see certifications folder) LEED AP professional on staff. 7 on staff professional licensed engineers that continuously maintain many state licenses nearly all 50 states. In the unlikelihood that specific certification or license be required that we do not possess in house, we utilize our network of consultants to ensure compliance with any certification that may be required. 12 AWS certified welders. Ability to sell product that meet following criteria (Buy America and Buy American). (See Buy America certification letter in certifications folder) Professional 6 SIGMA Black Belt on Staff. Approved Fabricator of the following: City of Houston City of Los Angeles City of Phoenix Clark County Miami Dade County City of Riverside State of Utah (See documents in certifications folder)	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	PorterCorp has not been the subject of any suspensions or disbarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> - PCI 4000: Powder Coating Institute - AISC: American Institute of Steel Construction - Community Build initiative with NRPA: 3 of the last 5 years Poligon has participated in NRPA's community build project. See additional info and testimonial: - The City of Orlando would like to express our sincere gratitude for your donations to help us make Grand Avenue Park a wonderful addition to our community. We produced a video for the NRPA conference to highlight the park. The video was shared by NRPA on its conference page, but I wanted to share the link again with you. <p>https://spaces.hightail.com/receive/v37HcgDqnQ/fi-4cf68c39-9c35-412d-8fd5-88e4c6342bcf/fv-10a218f6-7b3a-47f9-bd77-951230b91304/Grand%20Ave%20Improvements%20Video%20v2.mp4</p> <p>Thanks so much for all you're doing for us. Ken Pelham, Landscape Architect, RLA, LEED-AP City of Orlando Families, Parks, & Recreation Department</p>
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 75% Poligon's current national sales are to the government sector.
18	What percentage of your sales are to the education sector in the past three years	Approximately 6% Poligon's current national sales are to the education sector.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	PorterCorp does not hold any other cooperative purchasing contracts besides Sourcewell. We feel holding one contract allows our dealer network and inside sales team to focus on a single program to properly market and communicate the details for such program in an effective manner. We feel it is in our customers best interest to support a cooperative purchasing contract operated by a government entity that adheres to legal criteria of a bid contract and is widely accepted across multiple government and nonprofit platforms.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	PorterCorp does not hold any GSA contracts nor does it hold any Standing offers and Supply Arrangements (SOSA).

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
San Mateo Foster City SD	Bob Price	650-312-7499
Palm Springs USD	Seandee Jackson	760-883-2710
Onondaga County	Beverly Chapman	315-435-3474
Town of Greece	Peter O'Brien	585-720-2934
City of Murray	Kim Sorensen	801-264-2614

Table 5: Top Five Government or Education Customers

Line Item 22. 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 *
City of Murray	Government	Utah - UT	Materials Only	\$206,000	\$1,029,000
Palm Springs USD	Education	California - CA	Materials Only	\$77,000	\$1,080,000
Bellflower USD	Education	California - CA	Materials Only	\$49,000	\$485,000
McFarland USD	Education	California - CA	Materials Only	\$390,000	\$390,000
City of Sterling	Government	Illinois - IL	Materials Only	\$320,000	\$320,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>PorterCorps direct sales force is made up of the following:</p> <ul style="list-style-type: none"> - 1 Director of Sales & Marketing: Overseeing sales management and marketing for all open-air structure brands, including the management of all Poligon reps and outside sales activities. - 1 Inside Sales Manager: Manages Inside Sales team working on all presale activity for CEAS and Poligon (quotes, drawings, product questions, coordinating customer meetings). - 2 Inside Sales Personnel: Working directly with Poligon reps and dealers assisting with all presale activity (quotes, drawings, product questions, coordinating customer meetings). - 4 Business Development Managers: Working in the field with CEAS and Poligon reps/dealers to acquire new business and customers by establishment of a sales pipeline. Also includes the requirement to grow and retain existing customers by presenting new solutions and services to clients. - In addition, we have an extensive dealer/rep network noted in question 24.
24	Dealer network or other distribution methods.	<p>PorterCorp has 38 Poligon dealers/ reps (see Rep Listing Poligon in additional docs folder) across North America including Alaska, Hawaii and Canada. These geographic regions are serviced exclusively by these Poligon representatives.</p> <p>For additional market coverage a new brand was created called CEAS+ to market open air steel structures to the architect and commercial channel. The CEAS brand is serviced by 14 independent dealers (see Rep Listing CEAS in additional docs folder) and 4 direct Business Development Managers who are employed by PorterCorp. CEAS is the only shelter manufacture exclusively serving the architect market.</p> <p>PorterCorp has the most extensive, well trained and rep organization in the shelter market. 90% of PorterCorp's rep groups sell a playground line which holds a Sourcewell contract. This is vitally important to have a group well trained in cooperative purchasing and Sourcewell making it easier to combine multiple products all under one contract....Sourcewell.</p>
25	Service force.	<p>PorterCorp has over 50 service personnel used to assist customers and dealers to Delight all our customers and Sourcewell members. The group is made up of accounting, engineering, drafting, order processing inside sales, outside sales installation support and customer service.</p> <p>Specifically, we have 3 dedicated employees in installation support to assist customer during installation and to resolve any installation concerns that arise. These Team Members are factory trained and specialize in the understanding of how our open-air structures are manufactured and installed and are well skilled in problem resolution. 3 FEQ are in the Order Processing Team to service customers post PO placement. Rest of the team is made up of accounting, design, engineering support staff to provide service to customers.</p>

26	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.	<p>PorterCorp (including CEAS and Poligon brands) have over 300 dealers and direct personnel dedicated to customer service in North America. We believe customer service starts with our first contact and does not end even after the product is installed. Our experienced sales team will ensure the customer is well educated on the product they are purchasing. Once the order is entered our Order Processing Team (OPT) project manages the order making sure we communicate deliverables (drawings, engineering manufacturing) as well as updating the customer on any additional requirements needed (down payment, credit app, colors, submittal approval, samples, electrical cutouts, etc.).</p> <p>Generally, first point of contact for any issue is our sales representatives and dealer to understand the project scope and issue in question. For installation or warranty related concerns, these are handled in the following manner:</p> <ol style="list-style-type: none"> 1. Poligon representative may be familiar with the issue and will handle themselves or get a proper response from the factory as required. 2. Customer Service issues relating specifically to installation or quality are directed immediately to the PorterCorp Quality Team. The quality members are always available and have smart phones for access beyond the normal hours of 8-5. Response times are within 24 hours, if one person is out or occupied the back-up person is available for handling of the issue. All conversations are documented with date, time, conversation and action item required. NCM (Nonconformance material report) is initiated and entire customer issue is tracked in its entirety throughout the process until it is closed. PorterCorp has 8 structural engineers. If an engineering letter is required or a building inspector needs an on-site answer PorterCorp can provide response times usually less than 24hrs to resolve the matter in a quick and professional manner. 3. All drawings are kept in electronic format, issues are diagnosed quickly and efficiently if there is a field question. 3D CAD modeling is used to recreate the entire structure and to see what the customer is seeing. Each part is labeled and etched for proper identification. <p>NCM report generated by our Quality Department for any customer issue/concern/contact that occurs. (see NCM form in additional docs folder). Root cause analysis is done for each NCW by the PorterCorp quality department. The length of time to process issues will depend on the complexity of problem and customer response time.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	PorterCorp is authorized to sell products and provide services in all 50 states and Canada. We will be able to fully serve all geographic areas through the proposed contract.	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>Canada is an important part of our current business and is an area we want to continue to grow in years to come. We currently have a well-established sales, marketing, distribution and customer service program and process to service the Canadian market. We have a well informed and educated Team in Canada that can service all provinces. Everything that we provide to customers in the U.S. we provide currently to Canada. This includes pricing, product offering, marketing, ability to move freight easily across the border, handle any import duties/taxes and provide a turnkey program all the way through installation. Our dealers are well versed in moving product across the border, handling duties, converting marketing literature to French and providing installation for a total turnkey solution.</p> <p>We have yet to see significant purchasing requests from cooperative purchasing in Canada, however we do have a willingness and ability to pursue this market in the future given the right tools and support from Sourcwell. Should the opportunity present itself and PorterCorp receives an award we are prepared to develop a pricing programming for Canada based on an exchange rate formula and any applicable duties and taxes.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PorterCorp will be able to fully serve all Sourcwell members in all geographic areas through the proposed contract.	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. Sourcwell members in all geographic areas will be fully served by our proposed contract.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None, we can distribute, ship, and service to all members in Hawaii, Alaska and in all US Territories.	*

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.	<ul style="list-style-type: none"> - Sourcewell brand identification on all our websites on home page that include: Steel, Fabric, Wood and CEAS. Website home page identifies our affiliation with Sourcewell (see attachment Poligon home page in marketing folder). - Dedicated web page to Sourcewell, including contact info to Sourcewell, direct links to Sourcewell, video links, etc. (see attachment Sourcewell page in marketing folder). - Sourcewell brand identification on all published printed marketing materials, catalogs, brochures, etc. (see attachment Fabric and Farmers market brochure in marketing folder). - Specific marketing PDF document for all brands promoting the benefits of cooperative purchasing and Sourcewell. (see attachment Sourcewell Awarded contract CEAS/Poligon in marketing folder). - All trade show events we fly the Sourcewell flag and have trained personnel to discuss the contract and cooperative purchasing. (see attachment CASH show in marketing folder). - PorterCorp attend H2O, have not missed an event for past 11 years. - PorterCorp personnel and their dealers attend GTKU events held in their specific regions. - PorterCorp personnel and their dealers attend Sourcewell University events held in their specific regions. - Include Sourcewell brand identification on all printed advertising materials in trade publications. (see attachment LASN Poligon in marketing folder). - Promote and provide educational training to our dealer network with quarterly distribution of our Rep Reporter. (see attachment RepReporter in marketing folder). - New rep training events at PorterCorp held twice per year. Allocating time in the agenda to train to reps and dealers regarding cooperative purchasing and Sourcewell. - Annual award given during National Sales meeting by Sourcewell contract manager that recognizes the dealer with most sales using the Sourcewell contract. - Over the years we have conducted virtual training events in partnership with Sourcewell to our rep and dealer base.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<ul style="list-style-type: none"> - Easy to navigate product listing on the website for customers to view specific models by application, including standard, modified or custom shelters. - Flickr photo link for customers and dealers to access a complete photo library. https://www.flickr.com/photos/144374304@N03/albums - Complete offering is shown on the home page to direct the customer to specific shade needs, fabric, wood, or steel. - Website login customers to download an E-1 drawings (schematic drawings) in a variety of formats to place in their project plan. All standard buildings are available for download. - If a customer does not know what building they need you can go into a specific market segment (parks, schools, urban/government, aquatic centers) on the website to find shelter product made for that specific segment. - Poligon uses a web-based pricing system (configurator) that can provide immediate pricing to Sourcewell members for all standard and modified products representing 70% of the total business sales. - We monitor and update our Facebook page. https://www.facebook.com/PoligonStructures/ - Metadata from our website drives a lot of our new product development and key word development for websites and architectural platforms. - PorterCorp is launching a new dealer portal in 2021 with Salesforce that integrates with our ERP and pricing configurator to provide a more robust market, sales and process driven system enhancing the customer experience.
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?	<p>PorterCorp anticipates that Sourcewell will continue to promote PorterCorp products, services to their members through their website, social media, trade shows, and publications. The leads we currently get from these platforms are reliable and are quickly acted upon. We expect Sourcewell to continue to support our sales teams by answering questions from members regarding Sourcewell, the cooperative purchase process and other legal information. Having worked with Sourcewell and their Contract Managers I have found them helpful, easily accessible, prompt in response time and overall willingness to help the government, nonprofit agency and contract holder. We want Sourcewell to continue to promote their contracts through local and state government legislation.</p> <p>Much like Sourcewell, we strive to be the preferred quality solution provider for open air structures. Creating an environment that showcases PorterCorp and our product/service offering is highly important to current members' confidence in purchasing off our contract, as well as future members that we seek to bring into the cooperative.</p> <p>Over the last 10 years PorterCorp has successfully integrated Sourcewell into our sales process which is evident by our growth and longevity with Sourcewell. We have done this through a commitment from our entire organization which is followed by training, prompt service, education, marketing support and continued communication with Sourcewell. We look forward in continuing to educate the PorterCorp Team and eligible members on the benefits of Sourcewell.</p>

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.	Due to Poligon's custom design and engineered to order shade and shelter products and services they are not available through a e-procurement ordering process.	*
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Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Poligon offers a 1-day Installer Certification program for installation companies to complete. Upon course completion Poligon certifies that individual/company use best practices when installing a Poligon shelter. This is important to Sourcewell members knowing they have access in contracting with a Certified Installer assuring our products are installed in accordance to the manufacture's specifications. Training is optional and the course has a minimal fee of \$50 per person (which includes lunch, training materials, certificate, and a Certified Installer outerwear.</p> <p>(see Certified Installer requirement application in certificates folder)</p> <p>Under the PorterCorp brands we offer 3 AIA and ASLA approved HSW CEU courses. These courses can be taken online, virtually or conducted in person by PorterCorp personnel or it's dealers. The training is optional and there is now cost to the certification.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<ul style="list-style-type: none"> - PorterCorp has an online pricing system that can quickly price all catalog products literally in seconds. It can also provide the corresponding building code and can quickly adjust pricing to adjust for wind load, snow load, building height, paint finish roof types, etc. - Poli-5000 paint finishing system (see Poli-5000 specs in additional docs folder).The most durable paint finish in the shelter market. We also offer other unique finishes not normally available in our market (Antiquity finish, powder coat over galv). - All CNC programed equipment based off a CAD model, eliminating the chance for mfg. errors. - Relatively new ERP system to better manage process, projects, scheduling, mfg., reporting, order entry, quality, maintenance, etc. Phase two for integration with customer experience planned mid-year 2021. - New 3D rendering software that converts a Solidworks model to a realistic open-air structure that can be placed into a site photo giving the customer a realistic representation of our structure on their site. - All schematic and engineering drawings use 3D Solidworks software allowing customers to see their design in a 3D colored model as well as having the ability to easily convert it to multiple file formats. <p>By leveraging our consultative approach with our engineering/design and sales teams we strive to create product solutions that meet the needs of our customers, and continually bring many new product offerings and modifications to the market. Every year our new products and innovation team meet and introduce new ideas. This allows us to enter new market segments as well as making our product easier to install, which in turn creates a lower installed solution for Sourcewell members.</p>	*
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>PorterCorp is committed with its leadership and actions to protect the environment with the implementation of programs, manufacturing of sustainable guidelines. We focus on minimizing the emissions to air, water and land through programs that reduce pollution that harm the environment while conserving energy.</p> <ul style="list-style-type: none"> - Installed LED efficient technology lighting throughout the office and manufacturing plant. - On site waste management in the office and manufacturing which includes recycling of scrap materials (steel, foam, paper) and other packaging materials. - Baler in plant for recycling of cardboard, - Non reusable electronic components are recycled though a certified recycling center. - Use of a powder coating paint finishing system producing 0 VOC emissions and is more environmentally friendly than liquid paint, e coat primer and zinc rich primer systems. - PorterCorp is a manufacture of SIP panels used in the construction of zero energy homes - Reclaim 100% of powder from prime coat booth and reuse. - Published dealer listing of recycle centers where customer can dispose of fabric tops. <p>(see fabric recycle centers in additional docs folder) (See LEED doc in certifications folder)</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.	<p>Certifications: AISC Building Fabricator valid through 7/31/21 (see document in certifications folder) PCI 4000 through 9/21/2021 (see document in certifications folder) LEED (Leadership in Energy and Environmental Design) is a national standard developed by the United States Green Building Council to certify sustainable buildings. LEED buildings can help save energy, conserve resources, protect occupant health, and improve owners bottom lines. PorterCorp products can assist a member's project in meeting LEED certification in the following areas: PorterCorp has a LEED AP professional on staff. Sustainable Sites, Alternative Transportation Bicycle Storage, 1 credit Sustainable Sites, Heat Island Effect/Roof, 1 credit Sustainable Sites, Heat Island Effect/Roof, 1 credit Material and Resources Credit, Construction Waste Management, 1-3 credits Material and Resources Credit, Recycled Content, 1-3 credits Indoor Environmental Quality, Environmental Tobacco Smoke (ETS) Control Prerequisite 2, required.</p> <p>(See LEED document for further specifics in certifications folder) Ability to sell product that meet following criteria (Buy America and Buy American).(See Buy America certification letter in certifications folder)</p>	*
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.	<p>PorterCorp does not have any WMBE or veteran owned business certifications. When specifically required on a job, we make every effort to hire local qualified WMBE subcontractors.</p> <p>In addition, we do have many dealers that meet this requirement and our goods and services can be sourced through them in order to meet any minority owned business certifications. Current known WBE territories include: New England, NC, SC, IL, WI, IN, TX, UT.</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Poligon by PorterCorp open air structures provide a custom designed, engineered to order product to your specific site, that is stamped by an engineer for your specific state, to a specific building code from foundation to the steel frame to roof deck. The metal frame and finish come with a 10-year warranty utilizing PorterCorp's in house Poli-5000 powder coat paint system. The metal roofing is supported with a 20-year material and finish warranty. The fabric is supported with a 10-year performance and color warranty.</p> <p>We support a process that we refer to as DEFI, we DEFI conventional construction by offering Sourcewell members open air structures that we: D (Design): Provide design assistance that is free to the member. We can literally take a napkin sketch and develop a full 3D rendering of the customers vision. E - (Engineer): With a host of engineers on staff we not only provide fully stamped drawings and calculations for a specific site, but we can also engineer the footing. By having in house engineers, this affords us the opportunity to have constructive programming calls direct with customer to discuss their specific project details, specifications, soil conditions and any other outlying attribute that may affect the performance on our structure to a specific site location. During the engineering and design phase we also provide dynamic pricing as the project evolves, which is an efficient way of keeping everyone informed and to keep the project within budget. F - (Fabricate): PorterCorp design includes a prefabricated kit of primarily steel tube knocked down that can then be easily assembled on site per Poligon's details and instructions. Fabrication uses architectural welds, AESS standard, tube steel to eliminate bird nesting, Poli-5000 powder coat, hidden fasteners, all under AISC steel certification guidelines. I - (Install) - Project specific installation drawings and easy bolt together members allow for fast and efficient installation. Poligon also provides in house installation and engineering support after shipment should it be required. Installation services provided by our dealer/rep network.</p> <p>PorterCorp's strength truly lies in the breadth of talent and expertise of our staff. Aside from the certifications listed, our team also consists of licensed professional engineers, certified public accountants, master's degree recipients and US patent holders. With a dedicated sales force with years of experience, partnered with a professional design team, the largest most professional engineering team in the industry we bring a unique skill set to the industry that can create specialized solutions like no other company.</p>	*

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 *
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42	Do your warranties cover all products, parts, and labor?	<p>We stand behind and warranty all PorterCorp products, for 10 years+ from the date of shipment. All PorterCorp products are covered in accordance to our warranty documents as shown in attached for a minimum of 10 years or more depending on pass through warranties as provided.</p> <p>We will review every situation that may occur and work with our representative, customer and installer to come to an equitable solution all parties can agree to and resolve any potential issue or concern. Our longevity in the business and the respect our customers have for our products is a testament to how we resolve matters and take care of customers.</p> <p>We provide a single point of contact with our Installation Support Team to receive the warranty claim, report progress on the solution, and ensure resolution. This approach ensures accountability and an efficient resolution of any warranty issue that may arise. In the end, a warranty document is only as good as the company standing behind it and those that do will be successful, as we have for over 57 years.</p> <p>In addition, PorterCorp will cover labor, equipment rental and parts in situations that warrant such a claim. (Refer to warranty document in warranty folder)</p>	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	PorterCorp's products do not impose usage restrictions. Any other Limitations are noted within our terms and conditions document. (see terms and conditions doc in warranty folder)	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Current technology allows for most issues to be quickly and efficiently resolved over the phone with pictures and email. With all our manufacturing documents on CAD, we can easily identify any manufacturing error that may have occurred. In the extreme situations when it is applicable, PorterCorp at their own discretion may elect to disburse someone from its installation support team to the job site. If deemed to be a warranty issue PorterCorp will cover this expense and if not, then the customer may be liable. In the end our goal is to make sure we have a satisfied customer who will buy from us again. (Refer to warranty document in warranty folder)</p>	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>PorterCorp can provide warranty service and technical support to all areas in North America. We also serve areas should our products go overseas to military or government installations. Due to the extensive quality control measures PorterCorp has instituted (part labeling, computer-controlled part mfg.) we are able to recreate field issues along with the use of cameras and technology. Very rarely is it ever required to send a member to the field, but if the situation should warrant dispensing a technician we will.</p> <p>What is more important, is the process for handling these matters. PorterCorp has a dedicated installation support team of 3 members that all are connected with cell phones/computers and are available and trained specifically on our products and installation methods. They react quickly to resolve whatever matter the customer is having while installing our product. They are also backed up with a Team of 8 engineers who can immediately evaluate the situation and write engineering letters in order to accommodate a building inspectors' requirement. Having all these disciplines available on site at the manufacture is key to quickly resolving any issue that may arise.</p>	*
46	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?	<p>Items not manufactured specifically by PorterCorp (metal roof, galvanized finish, fabric, shingles) are passed through warranties by the original equipment manufacturer. PorterCorp's installation support team will handle any discussion and additional questions regarding all warranties even if they are passed through from the OEM. (Refer to warranty documents in warranty folder)</p>	*
47	What are your proposed exchange and return programs and policies?	<p>Each Polygon shelter is custom designed and engineered to order for a specific site with columns being secured to a concrete footing. Exchange and return programs are not available unless it pertains to a warranty situation. These are handled by our installation support team and are quickly resolved to the satisfaction of the customer. For additional policies and terms see document. (see terms and conditions document in warranty folder)</p>	*
48	Describe any service contract options for the items included in your proposal.	<p>Due to the high quality of our product and finish a service contract is generally not required in the steel shelter industry. With a 10 warranty on frame and finish and a 30 year on the roof material once you install a Polygon shelter very little service is required. Some of the Polygon dealers do offer service contracts for other areas of their business and if such a contract is required, we suggest the Sourcewell member contact the Polygon dealer. The limited amount of maintenance may include cleaning the steel members and roof which is generally handled by customers maintenance departments. (see Powdercoat Care and Maintenance document in Warranty folder)</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	PorterCorps payment terms are net 30 days. A service charge of 1.5% per month (annual percentage rate of 18%) will be charged on all invoices 30 days past due. Additionally, PorterCorp reserves the right to negotiate any additional terms and conditions proposed by the Buyer. (See attached terms and conditions document in additional doc folder)
50	Describe any leasing or financing options available for use by educational or governmental entities.	PorterCorp has partnered with NCL Government Capitol to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder (#011620-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between Poligon and NCL.
51	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 participating entities' purchase orders.	<ul style="list-style-type: none"> - Members work directly with PorterCorps reps/dealer and Inside Sales Team to establish open-air structure design, pricing, specifications and attributes. - Terms and purchase options using Sourcewell are presented to the customers outlining the benefits of cooperative purchasing. - PO received indicating Sourcewell contract number and member id. Poligon order form completed by dealer/rep along with PO (see Poligon order form in additional docs folder). - PorterCorp Order Processing Team (OPT) enters the order into ERP system and identifies the order as Sourcewell. OPT has the ownership of managing the project. Since all documents are stored in our ERP system, we can produce accurate and timely reports. For more information regarding our reporting process refer to question 60 of this RFP. Pricing is verified along with member # and contract #. - Any missing criteria (colors, down payment, credit app, etc.) are requested for submission. Information must be received before order scheduling. - Sale order acknowledgment created and communicated to the Sourcewell member. Acknowledgment identifies it being a Sourcewell order along with estimated ship range, pricing, terms, PO number, sales attributes, etc. (see Sales order acknowledgment example in additional docs folder) - At the end of each quarter sales are compiled based on shipments to Sourcewell members and communicated to Sourcewell within the first two days in the new quarter. Information is communicated using the provided Sourcewell Sales Reporting template. (see admin fee form in pricing folder) - Sourcewell orders are processed by the PorterCorp dealer or directly to PorterCorp. Most orders are processed directly to PorterCorp, however if the customer has a preference then we will accommodate that request. Based on past performance 90% of the orders are processed directly by PorterCorp. Dealer processed orders are usually a result of additional park and rec related equipment being purchased and the member wanting to issue one PO. - If installation is part of the overall purchase, then PorterCorp prefers to do billing in order to properly process the paperwork and document the sale to Sourcewell. We can and have been flexible regarding the order process based on a customer's interpretation of the contract documents.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	PorterCorp currently accepts P-card procurement cards. An additional fee of 3% for purchases over \$10,000 will be applied when using a P-card.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Our proposal utilizes line item pricing for a wide range of products. Each product or service line is featured on a dedicated page in the pricing spreadsheet.</p> <p>We are supplying a total of 3 pricelists. One for Poligon open air structures, one for CEAS+ open air structures and one that combines the two for the purpose of this submission. PorterCorp open-air structures provide a custom designed, engineered to order shelter offering. The RFP line item pricing accounts for the most common shelter designs based on standard structural loading across the U.S and Canada. The RFP indicates MSRP, the discounted Sourcewell member price along with yellow highlighted items indicating "hot list" pricing. Pricing document includes additional options (cupola, ornamentation, cutouts) at a discounted net price. Building weight shown to properly calculate freight pricing using the freight calculator on page 8. The proposed price is considered to be a ceiling price.</p> <p>The line item pricing included in this proposal should not be considered complete and exhaustive due to the nature of each project being unique and custom to meet specific site requirements. Building codes, wind loads, snow loads, seismic conditions, design considerations are all contributing factors that affect price. PorterCorp does allow for MSRP discounts on design build engineered to order structures (custom) or modified buildings. Discount noted on the first page of the pricing document.</p>
54	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.	The percentage discount from MSRP varies based on net price list submission, hotlist pricing, custom and modified structures. Price discounts range from 8% to 23%
55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>To encourage volume purchases PorterCorp will offer the following volume discounts:</p> <ul style="list-style-type: none"> - \$100K-\$200K: 1% - \$201K-\$300K: 2% - Above \$301K: 3%
56	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>PorterCorp will work with the Sourcewell member regarding pricing and delivery of any open market item and/or nonstandard option that is requested.</p> <p>In addition, PorterCorp has had experience in providing other products (not related to open air structures) in accordance to the Sourced Goods Provision as called out in the Sourcewell contract. This may include any other related items that may be associated with the park and recreation market. Any item falling within this category will be passed through at cost.</p>
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>PorterCorp is a custom designed, engineered to order open air structure system, pricing is based per our RFP.</p> <p>Our philosophy is to provide a "total acquisition cost" pricing package for all "core" products allowing members the ability to purchase custom designed and manufactured open air structures for their specific site. This will include a total cost of the product, design, engineering, shipping, and installation of the product to the member's desired location. A turnkey shelter package is provided for the entire structure which can be provided by PorterCorp and the local representative. Nonstandard pass through items can be made to members at cost, which include: engineering, concrete footings/flat work, freight, tax (if applicable), and any other site work required. PorterCorp provides electrical cutouts and access points within their structure, but does not provide electrical service and installation, this needs to be contracted directly with an electrical contractor.</p>
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs are identified as a separate line item in the price list. Page 8 of the pricing document we indicate a cost-based pricing module where a customer can immediately calculate freight costs based on the most popular standard products. Cost based pricing is determined by the geographic location and product weight to determine the actual freight cost. All custom products will be priced at our freight cost based on the weight and cube of the structure.

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	PorterCorp provides freight coordination and pricing to mainland ports in the U.S only. Our dealers are well versed in getting material across the border and shipping by container to an offshore location and can handle the logistics and pricing from a US destination. Any container packing, freight, duties, etc. from a mainland port (I.e. Long Beach, CA) are additional to those provided in the PorterCorp pricing document.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Due to the distribution volume of product, PorterCorp will ship only on dedicated flat bed trailers direct to any job site in the continental U.S. This allows customers to receive more predictable delivery times and the freight arrives as it left the factory by not having to cross dock material at multiple freight terminals. An important part of freight shipments to job sites, is freight coordination. PorterCorp's dedicated logistics team initiates contact with the customer 2-3 times prior to shipment confirming shipping details, arrival dates, site readiness and any other delivery concerns the customer may have.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	see pricing in pricing folder.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>A self-audit process is in place specifically intended to verify compliance of the Sourcwell contract. The following steps are conducted:</p> <ul style="list-style-type: none"> - All orders purchased under the Sourcwell contract must have the current contract number and organization member number indicated on the PO. - The dealer for the customer must complete an incoming order form and include a current PorterCorp quotation. - The Order Processing Supervisor at PorterCorp will verify the pricing and make sure it coordinates with the contractual agreement of the Sourcwell contract. This includes proper that discounts are accounted for and other established criteria are met. - All information is entered into our ERP/Epicor order management system for tracking. - The sales order acknowledgment will identify it as being a Sourcwell order. Under the product description are the words Sourcwell along with other items that include: delivery timelines, pricing, terms, PO number, sales attributes, etc. (see Sales order acknowledgment example in additional docs folder) - All orders are queried from Epicor each quarter and reported per quarterly submission document. (see admin form in pricing folder) Quarterly submission completed by PorterCorp Credit Manager. - PorterCorp is AISC certified and per the AISC guidelines there is a very extensive order entry and tracking system that must be adhered to which includes a comprehensive review of every order making sure it meets all guidelines established. - Invoice documents for projects and corresponding PO's are available for review any time upon request. - PorterCorp has been reporting documents quarterly for over 10 years and our quality and timeliness of our submissions over this period should speak for itself.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>PorterCorp proposes a 2% administrative fee calculated as a percentage of the building sales price and building installation services (if provided). The 2% would be applied to the full contract amount less taxes, engineering, concrete and freight. The 2% admin fee to be made payable to Sourcwell quarterly on all sales secured during said quarter. Previous quarter sales would be reported to Sourcwell by the 5th of the following quarter in a format much like the attached sample report. (see admin fee form in pricing folder) Note this 2% is a cost to PorterCorp and is not identified in any documentation, except for internal accounting documents.</p>

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>PorterCorp is the leader in the design, engineering, and manufacturing of open-air structures. From the initial idea to completed installation, our streamlined process makes creating the perfect structure for your site, easy and efficient. PorterCorp offers endless options to suit your site-specific requirements along with the best precision cut components and reliable engineered construction. Every structure is protected with our Poli-5000 powder coat providing many years of superior durability. The PorterCorp proposal will incorporate the following items for open air structures:</p> <ul style="list-style-type: none"> - Extensive listing of standard shaped steel shelter and sizes open-air structure. (Reference Poligon catalog in additional docs folder). - Extensive offering of additional accessories (ornamentation, cupolas, electrical cutout, integrated benches, solar kits, column shapes, medallions, etc.). Accessories allow members to modify a standard structure. (Reference Poligon catalog in additional docs folder). - Ability to offer any custom size and shape open air structure Sourcewell members have in mind. This may include all steel, fabric top, all wood, or combination steel columns glulam top. (reference Poligon idea book showing examples in additional docs folder) - Extensive offering of steel frame with fabric top made of HDPE fabric or vinyl fabric open air structure. (reference Poligon Fabric catalog in additional docs folder) - Extensive offering of wood frame (glulam) open-air structure. This may also include a combination of steel columns and glulam upper frame. (reference Poligon wood catalog in additional docs folder) - Extensive offering of steel frame custom open-air structures designed for the commercial and architectural markets. (reference CEAS+ catalog in additional docs folder) - Installation, footings and site work for entire offering. - Shipping direct to installation site. - Stamped engineering for specific state and location to meet all building code requirements. - Finance option is proposed through NCL Government Capital - Complete design service for any standard or custom open-air structure as a no charge service to Sourcewell members. - Installation support expertise during product installation. - Provide shade studies based on sun movement. - Engineered footing design with or without a soil test. <p>Under open air structures we market a complete offering of Steel structures, wood structures and fabric structures. The structures are marketed under two Brands, Poligon targeting the landscape architect and Park and Recreation, and CEAS+ targeting commercial and institutional applications specified by architects.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> - Open air steel frame and steel roof/shingle/polycarbonate roof structures - Trellis - Portals - Open air steel frame and fabric roof structures - Open air wood frame and steel/shingle roof structures - Integrated benches and bike racks with steel frame structure - Kiosks - Sun shelters - Privacy shelters

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

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Open air structures	<input checked="" type="radio"/> Yes <input type="radio"/> No	All types of open air structures (pavilions, gazebos, shelters, bandshells, amphitheaters, walkway covers, shade structures, kiosks, transit shelters, dugouts, trellis', entrance canopies, portals, DSA shelters, farmers market structures, picnic shelters, bleacher covers, sun shelters, crossing) made of steel, wood or fabric shade. *
67	Accessory or utility buildings	<input checked="" type="radio"/> Yes <input type="radio"/> No	Privacy shelters (portable toilet enclosure), PorterCorp structures quite often are used to provide the frame and roof for accessory and utility buildings. Walls and utilities are done by others. *
68	Services related to the solutions above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Complementary installation and site work, design build services *

Table 15: Industry Specific Questions

Line Item	Question	Response *
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Monthly metrics as well as quarterly metrics are tracked based on Sourcwell sales in relation to total sales so we can measure, track and evaluate a KPI to determine our success and growth of the contract and Sourcwell member purchases. Additional KPI's are tracked including Sourcwell sales as a percentage of total sales.</p> <p>Aside from tracking sales and opportunities, we hold a companywide competition on the dealer selling the most by volume annually using the Sourcwell contract. Leader board stats are distributed with the highest selling rep being celebrated at our annual sales meeting during NRPA. This has become a tradition at Poligon, with our Contract Administrator presenting the crystal award while exchanging ideas with the Poligon dealer base.</p>
70	Describe the methods or techniques that impact the durability or longevity of your product.	<ul style="list-style-type: none"> - All welds are ground to better accept powder coat enhancing overall paint performance while providing an architectural look to the finish product. - All Zinc plated or galvanized fasteners used for improved corrosion resistance. - Use galvalume or aluminum material for all cover plates and parts that require sheet metal to reduce rusting. - Steel shot blast machine that removes all weld splatter and flash rust to near white condition. - Use a Super Durable TGIC powder vs std TGIC. - Factory staining of T&G. - Powder coat the heads of any exposed fasteners. - PorterCorp breaks all steel sharp edges with a grinder to better accept powder coat. - All plates are CNC processed providing improved accuracy and improved acceptance of welds. - Steel gutters and down spouts provided that can be powder coated to match the frame color. - Ability to galvanize steel as well as galvanize and apply a powder coat finish. This is a unique process and used in extremely corrosive environments. - PCI 4000 certification for the Powder Coating Institute. - Most detailed and comprehensive CSI specification in the industry supporting our quality, certification and performance spec. (See attachment in additional docs folder) - All parts are packed with foam, wood and cardboard. Each part is treated as a "Class A" surface to make certain when parts arrive without any damage. In addition, because we use dedicated flat bed carriers only our products are on the trucks. This makes sure our products arrive on time and in the same condition as when they left the factory. - All standing seam is factory notched to simply installation and provides a clean and uniform appearance.

71	Describe any manufacturing processes or material specification-related attributes (wind speed or snow load specifications) that differentiate your offering from your competitors.	<ul style="list-style-type: none"> - PorterCorp engineers and stamps all our drawings and verify they meet the local building code and requirements. - PorterCorp has their own linear conveyor powder coat line with steel shot blast. This allows for fast turnaround, lower cost and improved quality - Tube laser CNC programmed off a CAD model. - Automated Peddinghouse dual axis CNC drilling and cutting machine. - Certified welders as well as 3 certified LA County quality control inspectors. - All connections utilize hidden fasteners. - 2 Full time quality control personnel. - All parts are labeled, and part numbers etched in steel of facilitate part identification and correlation to instruction sheet. - Flatbed laser to cut our own medallions and ornamentation. - Poli-5000 is our unique powder coat finish system providing the most durable finish system in the open-air structure industry. Refer to specs and supporting documentation (Poli-5000 specs in additional docs folder) - Provide DSA (Division of State Architect) approved PC structures for the state of CA. - Cooling tunnel for steel member after being painted. - Use tube steel to eliminate bird nesting and hide electrical wiring.
72	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	<p>Certifications: AISC Building Fabricator valid through 7/31/21 (certifications folder) PCI 4000 through 9/21/2021 (certifications folder) LEED AP professional on staff. 7 on staff professional licensed engineers that continuously maintain many state licenses nearly all 50 states. In the unlikelihood that specific certifications or licenses be required that we do not possess in house, we will utilize our network of consultants to ensure compliance with any certification that may be required. 12 AWS certified welders. Ability to sell product that meet following criteria (Buy America and Buy American). See example of Buy America certification letter. Professional 6 SIGMA Black Belt on Staff.</p> <p>Approved Fabricator of the following: City of Houston City of Los Angeles City of Phoenix Clark County Miami Dade County City of Riverside State of Utah (see certifications folder)</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 73. NOTICE: To identify any exception, or to request any modification, to the Sourcwell 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 Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		None

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ben Judy, Director of Sales & Marketing, PorterCorp

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 5_Open Air Structures and Accessory or Utility Buildings_RFP 012621 Fri January 15 2021 10:28 AM	<input checked="" type="checkbox"/>	1
Addendum 4_Open Air Structures and Accessory or Utility Buildings_RFP 012621 Thu January 14 2021 10:10 AM	<input checked="" type="checkbox"/>	2
Addendum 3_Open Air Structures and Accessory or Utility Buildings_RFP 012621 Tue December 22 2020 04:01 PM	<input checked="" type="checkbox"/>	1
Addendum 2_Open Air Structures and Accessory or Utility Buildings_RFP 012621 Thu December 10 2020 02:58 PM	<input checked="" type="checkbox"/>	1
Addendum 1_Open Air Structures and Accessory or Utility Buildings_RFP 012621 Fri December 4 2020 03:46 PM	<input checked="" type="checkbox"/>	1