



Solicitation Number: RFP #071223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Accu Steel, Inc., 2245 110th Street, Audubon, IA 50025 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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 Fabric Structures with Related Materials and Services from which Supplier was awarded a contract.

Supplier 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.

EXPIRATION DATE AND EXTENSION. This Contract expires August 18, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier'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. Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier'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 extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier'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, Supplier 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell 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

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

- Identify the applicable Sourcewell 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 Change Request Form will become an amendment to this Contract and will 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. Supplier 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.

Supplier 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. 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 or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. 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 Supplier, 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 negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. 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 not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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 Supplier 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 equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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. Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier 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, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity 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 Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier 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. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

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

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier 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 to this Contract 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 party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. 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 of this Contract, 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. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier 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, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier'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 their respective subsidiaries, distributors, dealers, resellers, 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. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. 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. *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 suppliers which may be used until the next printing). Supplier 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 Supplier 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. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota 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 by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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, Supplier 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.* Supplier 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 liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier 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, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier 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, Supplier 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 Supplier Development 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 Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier 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 Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier 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.** Supplier 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 Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Supplier 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. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier 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 have additional requirements based on specific funding source terms or conditions. 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 Supplier’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. Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier 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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier'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 Supplier'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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcwell

Accu Steel, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
8/14/2023 | 2:14 PM CDT
Date: _____

DocuSigned by:
Jeremy Holcomb
48988491B3B8486...
By: _____
Jeremy Holcomb
Title: VP Business Development
8/14/2023 | 4:20 PM PDT
Date: _____

Approved:

DocuSigned by:
Chad Coauette
48BAF71B0894454...
By: _____
Chad Coauette
Title: Executive Director/CEO
8/14/2023 | 6:22 PM CDT
Date: _____

RFP 071223 - Fabric Structures with Related Materials and Services

Vendor Details

Company Name: Accu Steel, Inc
2245 110th Street
Address: Audubon, Iowa 50025
Contact: Jeremy Holcomb
Email: jeremy@accusteel.com
Phone: 515-508-9820
HST#: 421516028

Submission Details

Created On: Thursday May 18, 2023 09:54:49
Submitted On: Friday July 07, 2023 07:57:52
Submitted By: John Krantz
Email: john@reddotad.com
Transaction #: 9064c302-f442-430d-8cba-c91c74ef577f
Submitter's IP Address: 173.18.17.150

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Accu Steel, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: FNVXXL5PK8J7 CAGE: 9CB16
5	Proposer Physical Address:	Mailing PO Box 201 Templeton, IA 51463, Physical 2245 110th Street, Audubon, IA 50025
6	Proposer website address (or addresses):	www.accusteel.com
7	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):	Jeremy Holcomb VP, Business Development Office address: 4448 NW Urbandale Dr, Urbandale, IA 50322 jeremy@accusteel.com 515.508.9820
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jeremy Holcomb VP, Business Development Office address: 4448 NW Urbandale Dr, Urbandale, IA 50322 jeremy@accusteel.com 515.508.9820
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	John Klehn General Manager Office address: 4448 NW Urbandale Dr, Urbandale, IA 50322 john@accusteel.com 515.250.4957

Table 2A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response
10	Provide a detailed description of the products, and services that you are offering in your proposal.	<p>Accu-Steel offers six primary building styles — each of which is fully engineered and customizable to customer requirements. All of our building styles offer post-fabrication hot-dipped galvanized steel that meets ASTM A123 standards, which provides the highest level of corrosion protection available. This is in contrast to most of our competitors who weld after galvanization, making key stress points of the structure very susceptible to rust and corrosion over time. All our steel is cold-roll formed — no press and no stress. Additionally, Accu-Steel offers the most durable fabric cover available – Enduro-Loc™ technology, and the NovaShield membrane structure fabrics we use are also Cradle to Cradle Certified bronze — the first in the world to achieve such certification. Foundation options for our buildings include: I-beams, precast concrete blocks, T-panels, L-panels, cast-in-place concrete, Jersey barriers, and others. Profiles for other options available upon request.</p> <p>Our six primary building styles include:</p> <ul style="list-style-type: none"> · Accu-Steel Advantage Series buildings are the perfect choice for your business as

they suit a variety of needs and functions — including equipment storage, livestock housing, salt storage, sand storage, and fertilizer storage. Our fabric architecture is the best in the industry. The Advantage Structure series can be configured for either a monolithic cover or Accu-Keder individual bay covers. Widths range from 30-foot to 80-foot, and we also have a high-profile option in this line ranging from 30-foot to 60-foot widths.

· Accu-Steel Pro-Advantage Series buildings are designed with rigorous engineering principles to ensure long-lasting performance. From salt storage to indoor arenas, Accu-Steel Pro-Advantage fabric-covered buildings provide you with the lowest cost of ownership available on the market. All Pro-Advantage buildings are engineered with Accu-Keder individual bay covers. Widths range from 100 feet to 186 feet, and we also offer a high-profile option in widths from 104 feet to 146 feet. The natural light and airflow provided by Accu-Steel Pro-Advantage fabric-covered buildings help provide a more consistent working environment — staying cooler in the summer and warmer in the winter. This reduces energy costs associated with lighting all year-round. The steel for Pro-Advantage fabric-covered buildings is hot-dipped galvanized to meet ASTM A123 standards. Our hot-dipped galvanization process provides you with the best protection against corrosion and the weakened structural integrity of your fabric covered building, making this the optimal choice for everything from salt storage to indoor arenas. Accu-Steel Pro-Advantage fabric-covered buildings are all designed with an Accu-Keder individual bay cover system. Because each cover bay is engineered as an individual section, Pro-Advantage fabric-covered buildings offer you exceptional ease of maintenance and the ability to easily increase the length of your building as your needs change.

· Accu-Steel Integrity Series buildings offer a cost-effective design that offers more width and interior clearance, never compromising durability and aesthetic design. Not only does the natural airflow and light provide our customers with a more consistent working environment, but the hot-dipped galvanized steel frame ensures that rust and corrosion are nonexistent. The thermal neutral, translucent cover prevents condensation from collecting and dripping on the inside of the building. This model also features a Keder cover system that allows for installation on an uneven slope or existing apron, and Keder covers do not require ratchets to ensure proper roof fabric tension, resulting in longer cover life. Widths range from 46 feet to 128.5 feet with high-profile options ranging from 46-foot to 129-foot widths.

· Accu-Steel Crossover Series buildings are a hybrid concept unique to Accu-Steel. Crossover buildings are covered buildings that can be customized to any size or shape to fit your specific needs. They offer large clear span space, providing you with the maximum amount of usable space for the job and space for large equipment to easily maneuver within the structure. We build our Crossover buildings in widths from 20 feet to 500 feet in both standard heights and high-profile buildings. These can be built to suit the needs of virtually any application and be customized to the exact size and clearance you need. They support large doors, conveyors, and sprinklers. They can also be modified to include eave extensions and interior columns. Multiple coating options are available depending on application, and all Crossover buildings have fabric with Enduro-Loc technology and Accu-Keder individual bay cover systems.

· Accu-Steel Infinity Series buildings offer tremendous flexibility. Like all Accu-Steel designs, the Infinity Series provides exceptional natural light, a hot-dipped galvanized steel frame to eliminate the potential for rust or corrosion, and the best-in-industry quality and service you've come to expect from Accu-Steel. The straight-legged design of our Infinity Building Series was engineered specifically for those customers that need exceptional clearance and usable space all the way to the sidewalls of the building. Customers can also choose steel-sheeted side walls versus our best-in industry building fabric. We named this building series Infinity because of the infinite possibilities and flexibility it provides our customers. With the traditional gable-style shape, extreme side wall height, flexibility, and multiple foundation options; we think the Infinity Series is a real game-changer.

· Accu-Steel Integrity Cattle Series buildings are different from traditional hoop buildings and cattle barns because they've been designed specifically for the feed cattle industry and cattle housing. Available in widths from 38 feet to 98 feet, these buildings keep the herd cooler in the summer and dry all year round. Ridge ventilation and dual eaves eliminate moisture without creating wind chill, keeping cattle clean, dry, and healthy year-round. Unlike traditional monoslope buildings or metal barns, Accu-Steel cattle buildings help maintain a consistent environment, regardless of wind direction or outside elements. Large equipment can safely pass under the twin eave system, allowing for easy access to increase your productivity. They are available in standard widths ranging from 47 feet to 152 feet, high-profile widths from 47 feet to 122 feet and custom widths including 100-foot low-profile, 100-foot high-profile leg and 110-foot high-profile leg. Some of the advantages include individual bay keders tracks (we call them the Accu-Keder system) come standard, straight legs allow for usable space to the edge of the building, sidewalls

		<p>can be steel-sheeted, and side doors can be added to the building at the eaves for water mitigation.</p> <p>In addition to our 6 primary building types, we also offer portable and temporary structures. These are offered as wheel-mounted or crane-moveable temporary buildings that allow us to build the structures in one location and move them to the final destination quickly and easily. Our temporary buildings and fabric structures are an economical, efficient solution for any application. Whether you need a temporary warehouse, recreational building, sports arena and facility, construction site building, marine structure, fabric shade structure, fabric tent structure, fabric canopy structure, or other temporary structure, Accu-Steel fabric covered buildings could be your solution. These temporary buildings are also ideal for equipment carports and storage buildings. Our buildings are easily relocated, energy-efficient, provide natural light, and are engineered to meet all wind and snow load requirements of most building codes. There really isn't a temporary building situation we can't tackle.</p> <p>Lastly, Accu-Steel is in the final stages of R&D for an entirely new building concept – one that will set us apart from everyone else in the industry. We will be launching an off-the-grid, self-sustaining fabric covered building. Accu-Steel will soon begin offering fabric-covered buildings with flexible solar panels attached to the arched fabric structure, along with energy storage and battery power in the building – meaning the energy that's generated could power more than just what's in the building, but could power potentially an entire site. Accu-Steel will sell the building, solar system and energy storage solution as a complete package through our certified dealers. The tentative date for launch will be Q3 2023.</p>	
11	What levels of service (material only, turnkey, other) are being proposed?	Within the scope of the Sourcewell contract, the member discounts would apply only to those materials manufactured and sold by Accu-Steel — the contract holder. However, our certified dealers can offer completely turn-key services, which could include everything from earthmoving, to foundation and cement work, to equipment needed for inside the building, to installation and third-party engineering sign-off.	*
12	Does the response include installation services?	As mentioned in the previous answer, the member discount would only apply to the building materials and components manufactured and sold by Accu-Steel. However, Accu-Steel and our network of certified dealers have experienced and preferred installers we can recommend, and we work closely with them for an accurate, all-in estimate on any jobs. Ultimately, it's up to the customer whether they want to use our recommended installer. Our process is in contrast to some of our competitors who don't have recommended installers and may misrepresent estimated installation costs or put it on the customer to figure out who to have install for them and solicit estimates. Accu-Steel, in partnership with our certified dealers and recommended installers offer turn-key solutions in a single estimate.	*
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.		
14	How does the Participating Entity select an installer?	Accu-Steel and our certified dealers have a long list of preferred installers with a long history of working with Accu-Steel and within the fabric-covered building industry. Our recommendation is often based on the size, type, location and complexity of the building. When forming relationships with new prospective installers, we have a thorough vetting and training process. Any new installer is required to have building installation experience. Any new installer also has to complete job shadowing of Accu-Steel building installations. For any new installer's first Accu-Steel job, we send a superintendent to supervise and evaluate whether they will become a preferred installer or not. After each installation (regardless of whether it's a new installer or decades-proven installer), an Accu-Steel certified dealer will do a final walk-through with the customer, running through a checklist, taking photos for documentation of proper installation and completing warranty paperwork with the customer.	
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	As mentioned in the previous answer, we fully vet any new prospective installer partners. Not only are they required to have building installation experience, but any new installer also has to complete job shadowing of Accu-Steel building installations. For any new installer's first Accu-Steel job, we send a superintendent to supervise and evaluate whether they will become a preferred installer or not. Each of our certified dealers has in-depth knowledge of the local building codes and licensing requirements, which is also part of the vetting process for installers.	*
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	No, Accu-Steel simply provides the recommended installer, and it's up to the customer whether they choose to work with that installer.	*

Table 2B: 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	
17	Tension fabric structures	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our Accu-Steel Crossover series would fall in this category.	*
18	Rigid framed fabric structures	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our Accu-Steel Crossover series would also fall in this category. We are one of only two companies to offer this style. It's a structural steel-beam building with a fabric covered roof. The I-beams themselves are what's different, as they are tapered li-beams, as opposed to open-web trusses. Accu-Steel's Crossover buildings are completely customizable in terms of footprint and features as well.	*
19	Membrane structures	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer multiple membrane options in terms of weights, strengths and styles.	*
20	Air-supported structures	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
21	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Accu-Steel is offering a 10-15% discount to Sourcwell members. The exact discount will be determined based on project scope and size. We are also extending our 20-year warranty to 25 years for Sourcwell members.

Table 4: 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 *
22	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.	We do have standard building widths and lengths, which are outlined in the supplemental pricing sheet we are providing, but because each job is unique, and many projects are completely custom, we generally price on a job-by-job basis. Things that can affect pricing include snow and wind loads, stainless components, cover size and style, end-wall and door configurations. See attached supplemental price list for all of our most common structure widths and lengths.
23	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	Because prevailing wages differ in every part of the country, we rely on our certified dealer network to price those if prevailing wages are required. The proposal itself can include installation numbers, along with any of the customized turn-key services requested of the customer. However, it's just the building from Accu-Steel (the contract holder) that will be applicable to the Sourcewell member discount.
24	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.	Accu-Steel is offering a 10-15% discount to Sourcewell members. The exact discount will be determined based on project scope and size.
25	Describe any quantity or volume discounts or rebate programs that you offer.	The quantity, volume and size of projects will determine on a case-by-case basis whether we can offer any additional discount beyond the 10-15% discount range already offered to Sourcewell members. Size and commitment of order could also offer first-in-line status for production, helping to significantly reduce lead times.
26	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.	While Accu-Steel is only responsible for selling the building, many of our certified dealers offer completely turn-key services, which could include everything from contracting the earthwork, concrete and foundations, to sourcing necessary equipment within the building. As it relates to what is covered under the Sourcewell contract and pricing, Accu-Steel is the contract holder, so the Sourcewell pricing would only apply to our buildings. However, either our certified dealer or customer can source additional add-ons as needed, and Accu-Steel will frame the building accordingly. Accu-Steel can support the sourcing of non-standard or open-market products at a cost-plus-percentage basis to be determined based on the specific request.
27	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.	Exclusions include shipping and freight, taxes, earthwork and foundation engineering, and any additional building materials the customer may want to add on that aren't offered by Accu-Steel. Those could include items such as HVAC, insulation, conveyors, etc.
28	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 FOB from Audubon, Iowa. Accu-Steel has a network of shippers across the United States and Canada that we work closely with to determine the lowest costs and most efficient option to deliver our buildings throughout North America.
29	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as with mainland and domestic shipping of our buildings, all costs are FOB from Audubon, Iowa, and Accu-Steel works with our network of shipper partners to determine the most cost-effective and timely options available for every delivery.
30	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our buildings can be shipped via truck or container. Accu-Steel offers kitted or podded buildings for cost-effective maritime transport in shipping containers.

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *
31	Describe your payment terms and accepted payment methods.	Typically net 10, but with government entities, we will work within whatever their individual requirements are. Our preferred payment method is either ACH or EFT. Most of our government projects are done through ACH through purchase order requisitions.
32	Describe any leasing or financing options available for use by educational or governmental entities.	Accu-Steel does not provide financing or leasing ourselves, but we have a preferred partner who has worked with us for years. That is Michael Carey, Bankers Equipment Leasing, American Financial Network, Inc. Ultimately, it's up to the customer who they'd like to choose for their leasing and financing.
33	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have a standard sales and estimating form and warranty form. Our certified dealers may also have standard forms. Please note that the warranty form for Sourcewell will be slightly different than our standard form, as we are extending our industry-leading 20-year limited warranty to 25 years — exclusively for Sourcewell members. We have also uploaded a separate spreadsheet outlining the 25-year coverage details.
34	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?	We do not. ACH or EFT are our preferred payment methods.

Table 6: Audit and Administrative Fee

Line Item	Question	Response *
35	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell 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 Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Accu-Steel will create a dealer communication package to ensure all certified dealers are aware of the benefits and pricing structure for Sourcewell-enrolled members. Weekly sales calls with our dealers ensure we know of all potential in the pipeline, and will work into our process questions about whether governmental opportunities are Sourcewell-enrolled members or not. Additionally, as with all sales at Accu-Steel, a project manager is assigned to every certified dealer sale, allowing for another check-point to ensure any governmental sales are identified as a Sourcewell sale or not (and that the proper discounts have been applied). Accu-Steel's accounting department will be responsible for tracking and reporting all Sourcewell sales and for calculating the quarterly administrative fee.
36	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.	All internal metrics will be measured through HubSpot — including leads and sales through the Sourcewell contract. We will create a custom "Sourcewell" tag for any applicable leads/sales. We will be tracking the increase in governmental sales as a result of our Sourcewell contract award, which if our history with NJPA is any indication, will be substantial and will significantly offset any discounts or administrative fees associated with these sales.
37	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Accu-Steel proposes a 3% fee.

Table 7: Company Information and Financial Strength

Line Item	Question	Response *
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38	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>Back in 1995, Accu-Steel's founder, Jason Owen, saw a gap in the market. As a century family farm owner, he was unsatisfied with the fabric covered building offerings available to him. While many companies focused on lower-quality, high-sales-volume, one-size-fits-all structures, Jason's vision for Accu-Steel was to provide higher quality, professionally engineered structures built for the exacting needs of customers — so the buildings work the way our customers do. That's how the company began — as a farm-founded, engineer-driven solution with the cornerstone of our business being a commitment to the highest quality and the promise to always do what's right for our customers, even when it's not the easiest path forward.</p> <p>We've come a long way in our nearly 30 years — now generating roughly \$20 million in sales, annually — and while competitors have come and gone, we have continued and expanded upon our commitment to quality, custom-engineered solutions and the best customer service in the industry. We value honesty and responsiveness. When you call Accu-Steel, you get a human, not an answering service. Our engineers are readily available to our customers and certified dealers at the click of a button. And the certified dealers that represent our company are hand-picked, qualified and trained to be the industry's best experts in the markets they serve — always closely connected with our internal sales and engineering teams through the completion of every sale, installation and decades-long ownership period for the customer.</p> <p>When it comes to quality, we do not compromise. We may not always be the cheapest, but we are always the best. Not only do our structures have some major differentiators — from our hot-dip galvanization process that provides superior corrosion resistance, durability and bond strength, to the many application-specific features built to perform in specific use cases — but we also approach all sales in a consultative manner. Our expert certified dealers partner with our sales and engineering teams in every sale. Rather than simply taking orders, we take the time to understand how our customers intend to use the building, asking the right questions, and often, making alternative recommendations that result in the best possible solution for our customer. We don't take the easy path, we always take the best path in serving our customers.</p> <p>Simply put, we are incredibly genuine, passionate people with unrivaled ingenuity in our pursuit to be the best in serving customers with solutions for government, agriculture, and commercial/recreational fabric covered buildings.</p>	*
39	What are your company's expectations in the event of an award?	By being awarded a contract with Sourcwell, we aim to make the best fabric covered buildings in the industry available to governmental customers through a streamlined procurement process, which eliminates the burden of the traditional competitive solicitation process for enrolled members. While we have decades of significant experience serving the governmental market (and once held an NJPA contract, in addition to currently holding multiple state and municipal contracts), we know that by once again being awarded this contract, it could be transformative to our business in terms of governmental sales. We don't take that lightly, and thus, we aim to partner with Sourcwell and promote our relationship through strategic marketing campaigns as much as possible, if awarded.	*
40	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.	See attached documents, including a letter from the Vice President of Templeton Savings Bank (who has been doing business with Accu-Steel since 2007), AZZ Galvanizing (an Accu-Steel supplier partner since 2016) and IPG (an Accu-Steel supplier partner since 2008).	*
41	What is your US market share for the solutions that you are proposing?	We have approximately 20% of the U.S. market share.	*
42	What is your Canadian market share for the solutions that you are proposing?	We estimate a little less than 5 percent market share in Canada, but we expect that to grow. We have a certified dealer partner based in Alberta with an extensive sales team covering all of Canada.	*
43	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

44	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>B - we are a manufacturer. Accu-Steel has both an in-house sales team and a network of approximately 35 independent, certified dealers serving throughout the United States and Canada. The certified dealers that represent our company are hand-picked, qualified and trained to be the industry's best experts in the markets they serve — always closely connected with our internal sales and engineering teams through the completion of every sale, installation and decades-long ownership period for the customer. We also approach all sales in a consultative manner. Our expert certified dealers partner with our sales and engineering teams in every sale. Rather than simply taking orders, we take the time to understand how our customers intend to use the building, asking the right questions, and often, making alternative recommendations that result in the best possible solution for our customers. When a new lead or opportunity comes in, the Accu-Steel team reviews the request and will assign the lead to the appropriate certified dealer based on a number of factors — including the location, complexity of the building and the intended use. Many of our certified dealers have very extensive experience in the government sector, and some have very specialized expertise in certain applications and building types, so we assign each sale to the most qualified dealer. Installation and ongoing support after the sale is also handled by our certified dealers, in close collaboration with our internal sales, support and engineering teams. We are constantly connected to our certified dealers and the customers they support — through weekly calls, through our dealer portal and through the general accessibility to our team at any time.</p>	*
45	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<ul style="list-style-type: none"> · AWS (American Welding Society) Certified to AWS B5.17 and QC17 Standards. Requires re-certification and external auditing every three years. · All Accu-Steel Structural Plates, Standard Shapes and Structural Trusses are hot dip galvanized to meet the ASTM A123 standard with a nominal coating thickness of 2.2 oz/ft². · Conform to AISI (American Iron and Steel Institute) 2007 North American specification for design of cold formed structural members. · Conform to AISC (American Institute of Steel Construction) 360-05 specification for structural steel buildings. · Conform to AWS D1.1 and AWS D1.3 American Welding Society structural welding codes. · Accu-Steel maintains a network of third-party engineering partners in good standing with the ability to review and seal design drawings to meet the requirements for all U.S. jurisdictions. Licensing requirements for engineers vary by state and province and Accu-Steel ensures that our engineering partners meet the requirements of the relevant licensing bodies. · Accu-Steel buildings are designed to meet the requirements of the International Building Code and ASCE 7-16 minimum design loads for buildings and other structures. 	*
46	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>N/A</p>	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *
47	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> · Cradle 2 Cradle Certification: our structures utilize NovaShield® Membrane Structure Fabrics, which are C2C certified Bronze — the first structure membrane fabric in the world to achieve such certification. · Efficiency Nova Scotia's Energy Conservation Bright Business Award: The NovaShield® fabrics used in our buildings are PVC free (unlike most of our competitors), which contributes to LEED points — both reasons why it was recently recognized by Efficiency Nova Scotia's Energy Conservation Bright Business Award. · SALT Institute Award of Excellence: Through an award contract, we were recognized with the SALT Institute Award of Excellence for de-icing storage projects utilizing Accu-Steel buildings.
48	What percentage of your sales are to the governmental sector in the past three years	Our percentage of sales to government agencies has been approximately 15-20% in the last three years. We expect that to increase in the event of a Sourcewell contract award.
49	What percentage of your sales are to the education sector in the past three years	Our percentage of sales to the education sector has been a little less than 1% in the last three years. We expect that to increase in the event of a Sourcewell contract award.
50	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?	Our certified dealers hold contracts with a number of different states, including Iowa, Illinois, Nebraska, Kentucky and Texas. These contracts total approximately \$2 million.
51	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?	N/A

Table 9: Top Five Government or Education Customers

Line Item 52. 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 *
Nebraska DOT	Government	Nebraska - NE	Sale and installation of multiple salt and sand storage buildings across the state.	Approximately \$60,000 each	\$4.5 million
U.S. State Department	Government	District of Columbia - DC	Sale and installation of buildings used for military vehicle storage at military bases. Sold federally, installed overseas.	Approximately \$100,000 each	\$1 million
Minnesota DOT	Government	Minnesota - MN	Sale and installation of multiple salt and sand storage buildings across the state.	Approximately \$50,000 each	\$1 million
Colorado DOT	Government	Colorado - CO	Sale and installation of multiple salt and sand storage buildings across the state.	Approximately \$50,000 each	\$1 million
U.S. Department of Defense	Government	District of Columbia - DC	Sale and installation of buildings used for vehicle and equipment storage at multiple base locations, including Ft Leavenworth, Moffett Air Force Base, etc	Approximately \$50,000 each	\$500,000

Table 10: References/Testimonials

Line Item 53. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Nebraska DOT	Jeff Jensen, Facilities Project Manager	402-479-4498
Nebraska DOT	Joshua Cowen, Facilities Engineering Manager	402-479-3746
City of West Des Moines	Bret Hodne, Public Services Director	515-222-3536
Colorado DOT	Jeff B. Van Matre, Deputy Highway Superintendent	719-546-5467
Colorado DOT	Kristi Jones	970-466-3909

Table 11: 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 *
54	Sales force.	Our internal salesforce includes staff dedicated to Eastern and Western U.S. sales territories, as well as Canada. Our Dealer Success Managers work closely with our independent, certified dealers to provide consultation and advice on every sale, building design, installation and post-sale service – working closely with our engineering team along the way. Accu-Steel typically handles all incoming leads and assigns to the most qualified dealer, based on location, building type and complexity and intended use, ensuring the best-suited certified dealer is handling the project. Our combined sales force between certified dealers and in-house staff is around 40 people located throughout the U.S. and Canada.
55	Service force.	Accu-Steel's team of certified dealers also provide service after the sale and are able to service customers' buildings anywhere in North America. They are backed by the Accu-Steel engineering team, as well as Accu-Steel's industry-leading warranty (which we are extending from our standard 20-year limited warranty to a 25-year warranty, exclusively for Sourcewell members). Our certified dealers have regular, direct access to our engineering team to solve any customers that may arise. With weekly calls between dealers and the Accu-Steel team, not only does our team engage with our dealers each week, but the dealers engage with each other – often helping each other consult on servicing needs for customers across the U.S. and Canada.
56	Dealer network or other distribution methods.	Our team of 35 certified dealers are located throughout the U.S. and Canada and are able to serve all 50 states and Canada. Many of them have extensive experience in the governmental sector with a variety of building types and applications for city, county, state and federal projects. Our certified dealers are hand-picked for their expertise and go through extensive onboarding and ongoing training with Accu-Steel – and they lean heavily on the Accu-Steel sales and engineering teams to consult on new projects from design recommendations to sale completion, installation and service. They also hold the local certifications and have a thorough understanding of the local building codes and relationships with third-party state-licensed engineers to sign off on designs. These extra layers of third-party review are a best practice, ensuring no conflicts of interest in completion of the sale. Additionally, many of our certified dealers offer a completely turn-key solution, which may include foundation design and construction, and in some cases, even equipment the customer needs inside the building. In addition to selling through our certified dealers, we also have several enterprise-to-enterprise partnerships with retailers and farm suppliers. For instance, Arthur Daniels Midland (ADM) sells multi-year fertilizer supply agreements to large-scale farms, which includes an Accu-Steel building as part of the package. Additionally, Accu-Steel just formed an agreement with QC Supply — a farm supply store with locations throughout the Midwest and Southeast — to sell and install Accu-Steel buildings. Additional enterprise-to-enterprise relationships are in the works.

57	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	First, a lead comes in and is reviewed and qualified by the Accu-Steel team. From there, we assign to the best certified dealer based on factors including location, complexity of the project, building type, and intended application. From there, an Accu-Steel project manager is assigned to the project to work hand-in-hand with the dealer, involving the Accu-Steel engineering team to consult on the project as needed. The certified dealer utilizes our configurator and recently developed interactive pricing tool that ensures all raw material costs are updated in real time and that all dealers are quoting consistently and accurately. There are multiple touchpoints between Accu-Steel, the certified dealer and the customer throughout the estimation process, ensuring the Accu-Steel engineering and production teams are able to ask the right questions to arrive at the best solution for the customer's intended application. Many of our dealers also offer completely turn-key solutions, such as foundation design, concrete wall construction, etc. Once the customer approves the estimate, it once again goes back to the Accu-Steel team for a final approval before releasing into production. After approval, our customers typically release a 40% down payment at which point the typical lead time is 10-12 weeks to ship date. That said, for governmental customers, we will work to structure the payment terms to fit the entity's parameters. Once the building arrives on site, the installer and certified dealer erect the building, which typically takes anywhere from 2-3 days up to 5-6 weeks, depending on the size and complexity of the project. After installation, the certified dealer works with the customer to complete warranty paperwork and conducts training on any annual maintenance considerations. From that point forward, the certified dealer acts as an initial point of contact for the customer after the sale, but as mentioned, customers and certified dealers have direct access to the entire Accu-Steel team with the click of a button — and without an answering service.	*
58	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	Accu-Steel has a network of independent certified dealers throughout the U.S. and Canada. They are hand-picked, thoroughly trained and qualified to become a certified dealer. That includes multi-day in-person trainings and a dealership fee to ensure they're committed to serving as a certified dealer. Accu-Steel and our certified dealers also have preferred third-party installers throughout the U.S. and Canada who must meet strict qualifications to become a preferred installer. All of our building projects are signed off on by local third-party engineers, and we do that on purpose – to ensure there's no conflict of interest in gaining approvals on a building project. That's why we engage third parties.	
59	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.	The Accu-Steel team promises a 24-hour response time and incentivizes our certified dealers for outstanding customer support. Additionally, when you call Accu-Steel, you immediately get a team member, not an answering service. Compare that to our competitors. Customers and certified dealers have at-the-ready access to our sales, support and engineering teams at the click of a button.	*
60	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Accu-Steel has the ability to sell, install and service buildings anywhere in the United States and will assign the best-qualified certified dealer to the project based on size, scope and type of building(s) — even if that dealer isn't the closest in proximity to the project.	*
61	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	We have buildings installed all over the world and have the ability to sell, install and service buildings in Canada with the same level of service we offer anywhere in the United States. We have a large certified dealer based in Alberta with an extensive sales team covering the entire country.	*
62	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes, we intend to serve any entity who is qualified to become a Sourcwell member.	
63	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We intend to serve all Sourcwell members throughout the U.S. and Canada, regardless of their location.	*
64	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?	Accu-Steel will plan to serve any and all Sourcwell members who could benefit from an application-specific, fully engineered fabric covered building.	*
65	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions. Accu-Steel has experience with the sale and installation of buildings in Hawaii, Alaska and the U.S. Islands. Just as with any project in any U.S. state or Canadian province, we engineer our buildings to be site-specific and to meet all local building codes. Freight and installation costs for these projects will be calculated on a case-by-case basis and agreed upon up front with any Sourcwell member customers in these locations.	*

Table 12: Marketing Plan

Line Item	Question	Response *
66	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.	<p>Accu-Steel has a unique advantage versus competitors as it relates to marketing strategy. For one, both our General Manager and our VP of Business Development have decades-long experience working for marketing agencies as a Sr. Account Director and Creative Director/Account Director, respectively. As a result, Accu-Steel's desire to diversify led to the formation of a parent company and the acquisition of a marketing agency, Red Dot Branding + Marketing, in March 2023. As a sister company to Accu-Steel, Red Dot Branding + Marketing (Red Dot) acts as an extension of the Accu-Steel team, lending a senior-level team of 12+ marketing professionals across multiple disciplines to the success and growth of Accu-Steel. Collectively, we understand the opportunity that comes with aggressively marketing our (hopefully soon-to-be) contract with Sourcewell. While detailed plans are still in development, here are some of the strategies and tactics we intend to implement as part of the plan:</p> <ul style="list-style-type: none"> · Press release and ongoing media outreach: Issue a co-branded contract award release, focusing on key governmental publications such as American City & County (and their Government Procurement subsection), Public Works (APWA), Government Buyer, Procurement Magazine, Government Fleet, The Municipal, Municipal Advocate, Municipal World and Government Executive, as well as application-specific publications with a sizeable government readership, such as Better Roads, Roads & Bridges, Snow PRO, Snow Magazine and more. Accu-Steel and Red Dot employ the use of a media database and engagement platform called Meltwater, that will help us identify key targets, as well as key editorial staff with which we can develop long relationships and pitch future stories to that feature Sourcewell members and the use of Accu-Steel buildings in government applications. · Website landing page: Accu-Steel will add page(s) to our website, touting our Sourcewell contract and the benefits of becoming a Sourcewell member as compared to going through a traditional bid solicitation process. We will employ a number of tactics that drive traffic to this page as well, some of which are outlined below. · Website SEO & content development: Accu-Steel is very successful in our SEO strategy, with a large percentage of our traffic coming from organic search. We employ an SEO tool / platform called Moz, which will allow us to identify keywords and search terms that will guide both the landing page and additional content, such as blog posts which tout the benefits of Sourcewell membership, as well as the key considerations for specifying specific types of government buildings (e.g., salt storage). For those that arrive on these pages, we would also have the opportunity to retarget individuals through programmatic advertising (as outlined below). · Programmatic advertising: Accu-Steel and Red Dot employ the use of a platform called StackAdapt, which serves as our in-house programmatic platform with the ability to generate campaigns targeting governmental agencies and job titles. We have the ability to deploy advertising in many forms, including display, native, video, mobile in-app, high-impact mobile takeovers, and more. We will be building impactful creative and employing some of these tactics to drive awareness of the contract and drive traffic to the Sourcewell landing page on Accu-Steel's website. · Paid and organic social: In addition to the resources of Red Dot, Accu-Steel employs a full-time Digital Marketing and Social Media Manager. In tandem with press activities, we will announce on social media, and integrate ongoing messaging about our Sourcewell contract into our content calendar and across our social channels, which include Facebook, Instagram, LinkedIn, Twitter, Pinterest and YouTube. We also see opportunities for targeted advertising to generate awareness and drive traffic to the Sourcewell landing page on our website. This will primarily be focused on LinkedIn, where we can get highly targeted to specific governmental agencies and job titles. Should Sourcewell be willing to provide a list of member agencies (or better yet, individual contacts), we would also utilize this in our targeting. · Inclusion of Sourcewell logo: Accu-Steel will integrate the Sourcewell logo, where appropriate, on materials including brochures, literature, estimates, trade show signage, email signatures and more. · Dealer training & sales materials: Accu-Steel will conduct a training with our internal sales team, as well as certified dealers about the benefits of Accu-Steel, and also arm them with government-specific sales materials that speak to the Sourcewell contract and benefits, so that dealers engaging with non-Sourcewell governmental customers can educate them on the the benefits of becoming a Sourcewell member and the advantages to buying Accu-Steel through Sourcewell. · Partner with Sourcewell for e-newsletter content: Accu-Steel would love to provide educational content for potential inclusion in Sourcewell's member communications. This could include topics such as considerations for specifying application-specific building

		<p>types (e.g., salt storage for road maintenance).</p> <ul style="list-style-type: none"> · If given access to a Sourcewell member list the possibilities are endless. This could include a direct mail campaign, an email nurture campaign, list-targeted social and programmatic advertising, webinars and more.
67	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>As mentioned in the previous answer, we employ a number of different technologies and tools that enhance our marketing efforts. Those include:</p> <ul style="list-style-type: none"> · HubSpot: We utilize HubSpot as our CRM and lead-routing platform with additional email communication capabilities, which we use extensively for dealer communications. As we continue to leverage the expertise of our sister company, Red Dot, we aim to build out our prospect and lead nurturing efforts as well. · Social Media: Our full-time Digital Marketing & Social Media Manager manages a comprehensive content calendar that spans our Facebook, Twitter, Instagram, LinkedIn, Pinterest and YouTube channels. If awarded a contract, Sourcewell-related content will be a key focus in our calendar and across our channels. We've also seen great success with social media advertising. For instance, a recent Facebook lead-generation campaign around NCBA (a cattle trade show) generated leads at a cost-per-lead (CPL) of only \$3.70 (roughly half of industry benchmark), and a cost per click (CPC) of only \$0.07 (approximately 14X better than industry average)! Our team measures and optimizes everything we do on social to ensure optimum performance that exceeds all benchmarks. · New Website: We will soon be launching a new website, which will feature an improved design, user experience and SEO optimization, as well as some interactive tools that improve the buying and configuration experience. · Building Configurator: Both our current website and our new website feature a complex building configurator tool, allowing customers to choose their building type, size, foundation cover, and end wall, be able to visualize their configured building in a 3D environment and then solicit a quote from the Accu-Steel team. You can try it here: http://design.accusteel.com/ · CallRail: This tool automatically generates a new 1-800 phone number on our website for different traffic sources, so we can easily pinpoint which tactics and traffic sources are resulting in the most phone calls, allowing us to focus on what's most effective. · StackAdapt: Accu-Steel and Red Dot employ the use of a platform called StackAdapt, which serves as our in-house programmatic platform with the ability to generate campaigns targeting governmental agencies and job titles. We have the ability to deploy advertising in many forms, including display, native, video, mobile in-app, high-impact mobile takeovers, and more. · Meltwater: Accu-Steel and Red Dot employ the use of a media database and engagement platform called Meltwater, that will help us identify key targets, as well as key editorial staff with which we can develop long relationships and pitch future stories to that feature Sourcewell members and the use of Accu-Steel buildings in government applications. · Moz & SEO reporting: Accu-Steel is very successful in our SEO strategy, with a large percentage of our traffic coming from organic search. We employ an SEO tool / platform called Moz, which will allow us to identify keywords and search terms that will guide both the landing page and additional content, such as blog posts which tout the benefits of Sourcewell membership, as well as the key considerations for specifying specific types of government buildings. In a typical month, we get around 2,000 new users from organic search, which leads to around 40 form completions and 50+ first-time callers. We receive generate and review monthly SEO reports to identify what our search rankings are for various keywords, what searches are resulting in conversions and more more. · Dealer portal: We have developed a dealer portal for all our certified dealers to be able to access marketing materials, branded merchandise and various files such as warranty paperwork. This helps keep our dealers aligned with our national marketing efforts.
68	<p>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>	<p>With Accu-Steel's extensive marketing capabilities, we welcome and encourage any collaborative marketing opportunities that the Sourcewell team has to offer. In addition to listing our contract award on the Sourcewell site and collaborating on the initial contract award announcement, we see opportunities for collaboration in contributing educational content to Sourcewell member communications, and if given the opportunity to utilize Sourcewell's member list, the marketing possibilities are endless. We could envision using that list for targeting via LinkedIn and programmatic advertising, direct mail, email campaigns and more.</p>

69	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 our highly consultative approach with customers throughout the presale design and estimation process, and the fact that all our buildings are designed to meet the unique needs of our customers, specific site requirements and local building codes — we do not offer an e-procurement ordering process. However, we do offer tools that make the procurement process easier. As mentioned previously, our website features a complex building configurator tool, allowing customers to choose their building type, size, foundation cover, and end wall. Then they can visualize their configured building in a 3D environment and then solicit a quote from the Accu-Steel team. You can try it here: http://design.accusteel.com/ . Ultimately, before providing an accurate estimate, we like to talk to the customer and understand their needs to come up with the best solution and an accurate quote with the help of the assigned certified dealer, who uses our interactive, real-time pricing tool that takes into account current raw material prices and more.
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Table 13: Value-Added Attributes

Line Item	Question	Response *
70	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.	Our buildings are very easy to own and maintain, so a formal training program is generally not needed. However, at time of installation our certified dealer and installer will walk through any general maintenance and inspections we recommend the customer do throughout the ownership period. This includes general inspections and how to tighten the straps. We also have a checklist on our website we provide to customers. Beyond installation, certified dealers and in-house engineers are reachable at the click of a button to help customers with any questions they may have.

71	Describe any technological advances that your proposed products or services offer.	<p>Accu-Steel products feature a range of technological innovations — some of which carry across all our lines, and others were engineered and designed for performance in very specific applications. Here are some examples of our unique innovations.</p> <ul style="list-style-type: none"> · Post-fabrication hot dip galvanized steel. Unlike most competitors who hot dip galvanize the steel prior to fabrication, Accu-Steel makes all our welds in the black and then hot dip galvanize our entire rafters post-fabrication, including all the weld points. The strength and durability of the weld points are key to the longevity of the entire structure. Our hot dip galvanizing process completely encases the steel structures in zinc after it's been fabricated, making it impervious to the elements. In fact, it's the only process that meets stringent ASTM 123 standards for corrosion protection. Conversely, the in-line or pre-galvanizing process of our competitors occurs before fabrication, which means the zinc burns when it's welded, leaving pinholes that are susceptible to rust and corrosion. Plus, the completely exposed inside joints allow water vapor and dust to settle on raw steel. · Keder Cover System. Our patented Keder Cover System is the most weather-secure way to attach fabric to a steel building. Keder covers are attached to the top of square tube trusses, and every building panel has its own unique cover. The Keder Cover is screwed to each truss, then the welded fabric and polyethylene rope are fed into the sides of the Keder Track. The ropes are pulled into each panel of the Keder Track and locked into place. A snap channel protects the screws from weather elements. This design is not just more weather secure than other systems, but any maintenance can be performed from ground level, there are no straps to tighten (and wear out), and there is no need for ratchets, which tend to rust or fail on our competitors' products over time. With the Keder Cover System, fabric replacements or repairs are also made easier and more affordable, because each section has its own panel of fabric. · Thermal Neutral Fabric coupled with natural ventilation properties of the building reduces interior heat build-up and prevents condensation from developing inside the building. · Enduro-Loc™ fabric technology is made from high-density polyethylene and is PVC-free (unlike our competitors), making it 100% recyclable and Cradle-2-Cradle Bronze Certified. EnduroLoc fabric is available in three different versions. EnduroLoc ELITE is a heavyweight fabric for applications requiring flame retardants and UV stability. It's manufactured with a high strength film laminated to one side and proprietary coating on the back side in order to enhance abrasion resistance, seam strength, UV resistance and longevity. EnduroLoc standard is a heavyweight fabric requiring UV stability. The scrim is produced in a special weaving pattern to enhance thickness and tear properties. EnduroLoc standard is also available as a flame-retardant option – EnduroLoc FR. · Self-sustaining, solar powered buildings. Accu-Steel is in the final stages of R&D for an entirely new building concept – one that will set us apart from everyone else in the industry. We will be launching an off-the-grid, self-sustaining fabric covered building. These fabric-covered buildings will include flexible solar panels attached to the arched fabric structure, along with energy storage and battery power in the building – meaning the energy that's generated could power more than just what's in the building, but could power potentially an entire site. Accu-Steel will sell the building, solar system and energy storage solution as a complete package through our certified dealers. The tentative date for launch will be Q3 2023. · Crossover design. Our Crossover building series is unique to the industry in terms of customization capabilities and clear span space. If you can dream it, we can build it. With customizable sizes and configurations, our crossover series is ideal for a variety of applications — from salt, sand and de-icing storage to recreational facilities and wastewater treatment plants — the Crossover series can be designed to fit any application. · Our ag and livestock buildings have a number of unique features such as an innovative eave tensioning system with three-way airflow, improving the health of the herd and the reduction of moisture, which prolongs building life.
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72	Describe any “green” initiatives or Environmental, Social, and Governance (ESG) values that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Our steel and fabric are 100 percent recyclable, and the fabric we use has achieved Cradle-to-Cradle (C2C) certification. In our commitment to providing our customers with products that offer environmentally responsible solutions, our structures utilize NovaShield® Membrane Structure Fabrics. NovaShield is C2C certified Bronze — the first structure membrane fabric in the world to achieve such certification. A primary differentiator in the fabric we use versus our competitors, is that ours is PVC free. Those competitors who utilize PVC are inherently less recyclable and have a lasting impact on the environment. The use of our C2C certified fabric can also contribute to LEED points, and when taking into consideration the natural light of our fabric covered buildings, you can also significantly reduce your energy consumption. In fact, with a new innovation we’re introducing, our buildings will actually be able to generate energy.</p> <p>Accu-Steel is also in the final stages of R&D for an entirely new building concept – one that will set us apart from everyone else in the industry. We will be launching an off-the-grid, self-sustaining fabric covered building. These fabric-covered buildings will include flexible solar panels attached to the arched fabric structure, along with energy storage and battery power in the building – meaning the energy that’s generated could power more than just what’s in the building, but could power potentially an entire site. Accu-Steel will sell the building, solar system and energy storage solution as a complete package through our certified dealers. The tentative date for launch will be late 2023.</p>	*
73	Discuss your proposed product line in terms of sustainability and recycling.	<p>The steel and fabric in our buildings are both 100 percent recyclable. As mentioned in the previous answer, the NovaShield® Membrane Structure Fabrics we utilize — which are Accu-Steel’s patented technology we call EnduroLoc – are Cradle-to-Cradle Certified Bronze — the first structure membrane fabric in the world to achieve such certification. It’s also PVC free (unlike most of our competitors), contributes to LEED points and has been recognized with awards including the Efficiency Nova Scotia’s Energy Conservation Bright Business Award.</p>	
74	Identify any third-party issued eco-labels, ratings, ESG scores, 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>As mentioned in the previous answer, the fabrics we utilize in our buildings are Cradle-to-Cradle Certified Bronze — the first structure membrane fabric in the world to achieve such certification. It’s also PVC free (unlike most of our competitors), contributes to LEED points and has been recognized with awards including the Efficiency Nova Scotia’s Energy Conservation Bright Business Award. Additionally, fabric-covered buildings inherently utilize natural light, reducing energy consumption. Additionally, when Accu-Steel debuts our new off-the-grid, solar-powered building concept, we will be set apart from anyone in the industry — allowing customers to have a building that’s not only self-sustaining, but can create and store energy to either go back into the grid or to power an entire site – not just what’s in the building.</p>	*
75	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.	N/A	*

76	<p>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>	<p>We have a number of product differentiators that set Accu-Steel apart from the competition, including:</p> <ul style="list-style-type: none"> · Post-fabrication hot dip galvanized steel. Unlike most competitors who hot dip galvanize the steel prior to fabrication, Accu-Steel makes all our welds in the black and then hot dip galvanize our entire rafters post-fabrication, including all the weld points. The strength and durability of the weld points are key to the longevity of the entire structure. Our hot dip galvanizing process completely encases the steel structures in zinc after it's been fabricated, making it impervious to the elements. In fact, it's the only process that meets stringent ASTM 123 standards for corrosion protection. Conversely, the in-line or pre-galvanizing process of our competitors occurs before fabrication, which means the zinc burns when it's welded, leaving pinholes that are susceptible to rust and corrosion. Plus, the completely exposed inside joints allow water vapor and dust to settle on raw steel. · Keder Cover System. Our Keder Cover System is the most weather-secure way to attach fabric to a steel building. Keder covers are attached to the top of square tube trusses, and every building panel has its own unique cover. The Keder Cover is screwed to each truss, then the welded fabric and polyethylene rope are fed into the sides of the Keder Track. The ropes are pulled into each panel of the Keder Track and locked into place. A snap channel protects the screws from weather elements. This design is not just more weather secure than other systems, but any maintenance can be performed from ground level, there are no straps to tighten (and wear out), and there is no need for ratchets, which tend to rust or fail on our competitors' products over time. With the Keder Cover System, fabric replacements or repairs are also made easier and more affordable, because each section has its own panel of fabric. · Thermal Neutral Fabric coupled with natural ventilation properties of the building reduces interior heat build-up and prevents condensation from developing inside the building. · Enduro-Loc™ fabric technology is made from high-density polyethylene and is PVC-free (unlike our competitors), making it 100% recyclable and Cradle-2-Cradle Bronze Certified. EnduroLoc fabric is available in three different versions. NovaShield ELITE is a heavyweight fabric for applications requiring flame retardants and UV stability. It's manufactured with a high strength film laminated to one side and proprietary coating on the back side in order to enhance abrasion resistance, seam strength, UV resistance and longevity. NovaShield FRU88X-6 400 is a flame-retardant, heavyweight fabric requiring UV stability. The scrim is produced in a special weaving pattern to enhance thickness and tear properties. · Self-sustaining, solar powered buildings. Accu-Steel is in the final stages of R&D for an entirely new building concept – one that will set us apart from everyone else in the industry. We will be launching an off-the-grid, self-sustaining fabric covered building. These fabric-covered buildings will include flexible solar panels attached to the arched fabric structure, along with energy storage and battery power in the building – meaning the energy that's generated could power more than just what's in the building, but could power potentially an entire site. Accu-Steel will sell the building, solar system and energy storage solution as a complete package through our certified dealers. The tentative date for launch will be late 2023.
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Table 14A: 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 *
77	Do your warranties cover all products, parts, and labor?	Our warranties cover all the hot dip galvanized structural steel components, the fabric top cover (or flame retardant fabric top cover), the end wall fabric and all other building components (including fabric gathering doors and OEM items). The warranty does not include labor. See full warranty information here at the link below, but please note that the warranty form for Sourcewell will be slightly different than our standard form, as we are extending our industry-leading 20-year limited warranty to 25 years — exclusively for Sourcewell members. We have also uploaded a separate spreadsheet outlining the 25-year coverage details. https://asicoverbuildings.com/wp-content/uploads/2015/10/fabric-covered-building-warranty.pdf
78	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Exclusions from the warranty could occur as a result of neglect, misuse or abuse of the building components or the structure. Each warranty claim is evaluated on a case-by-case basis.
79	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not covered, but Accu-Steel and our certified dealers can work to find a qualified installer in the area to minimize any travel costs.
80	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?	There are no regions of the United States or Canada that Accu-Steel can not provide warranty repairs — whether through Accu-Steel or through our certified dealer network.
81	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?	Everything manufactured and sold by Accu-Steel is covered under warranty — including all structural steel components, fabric top cover, end wall fabric and other building components. Many of our certified dealers sell additional products not manufactured by Accu-Steel to be used in the buildings (such as catwalks, conveyors, etc). Those products would be covered by any applicable warranties from their original equipment manufacturer — not from Accu-Steel.
82	What are your proposed exchange and return programs and policies?	While there isn't a "return program" or "exchange program" per se — our warranty covers the repair and replacement of all Accu-Steel building components on a prorated basis throughout the ownership period. See full warranty details at the link below. Please note that the warranty form for Sourcewell will be slightly different than our standard form, as we are extending our industry-leading 20-year limited warranty to 25 years — exclusively for Sourcewell members. We have also uploaded a separate spreadsheet outlining the 25-year coverage details. The link below is our standard warranty. https://asicoverbuildings.com/wp-content/uploads/2015/10/fabric-covered-building-warranty.pdf
83	Describe any service contract options for the items included in your proposal.	Our buildings are inherently low maintenance, and while Accu-Steel doesn't have a formal service contract program, our company, in coordination with our network of certified dealers and installers can create service agreements to meet the individual needs of any customer.

Table 14B: Performance Standards or Guarantees

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

Line Item	Question	Response *
84	Describe any performance standards or guarantees that apply to your services.	We don't have any formal guarantees other than offering a robust 25-year limited warranty, extended from our typical 20-year warranty, exclusively for Sourcewell members.
85	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	The Accu-Steel team promises a 24-hour response time and incentivizes our certified dealers for outstanding customer support. Additionally, when you call Accu-Steel, you immediately get a team member, not an answering service. Compare that to our competitors. Customers and certified dealers have at-the-ready access to our sales, support and engineering teams at the click of a button.
86	Describe the methods or techniques that impact the durability or longevity of your product.	<ul style="list-style-type: none"> · Post-fabrication hot dip galvanized steel. Unlike most competitors who hot dip galvanize the steel prior to fabrication, Accu-Steel makes all our welds in the black and then hot dip galvanizes our entire rafters post-fabrication, including all the weld points. The strength and durability of the weld points are key to the longevity of the entire structure. Our hot dip galvanizing process completely encases the steel structures in zinc after it's been fabricated, making it impervious to the elements. In fact, it's the only process that meets stringent ASTM 123 standards for corrosion protection. Conversely, the in-line or pre-galvanizing process of our competitors occurs before fabrication, which means the zinc burns when it's welded, leaving pinholes that are susceptible to rust and corrosion. Plus, the completely exposed inside joints allow water vapor and dust to settle on raw steel. · Keder Cover System. Our Keder Cover System is the most weather-secure way to attach fabric to a steel building. Keder covers are attached to the top of square tube trusses, and every building panel has its own unique cover. The Keder Cover is screwed to each truss, then the welded fabric and polyethylene rope are fed into the sides of the Keder Track. The ropes are pulled into each panel of the Keder Track and locked into place. A snap channel protects the screws from weather elements. This design is not just more weather secure than other systems, but any maintenance can be performed from ground level, there are no straps to tighten (and wear out), and there is no need for ratchets, which tend to rust or fail on our competitors' products over time. With the Keder Cover System, fabric replacements or repairs are also made easier and more affordable, because each section has its own panel of fabric. · Thermal Neutral Fabric coupled with natural ventilation properties of the building reduces interior heat build-up and prevents condensation from developing inside the building, which could cause corrosion over time. · Enduro-Loc fabric technology is made from high-density polyethylene and is PVC-free (unlike our competitors), making it 100% recyclable and Cradle-2-Cradle Bronze Certified. EnduroLoc fabric is available in three different versions. EnduroLoc ELITE is a heavyweight fabric for applications requiring flame retardants and UV stability. It's manufactured with a high strength film laminated to one side and proprietary coating on the back side in order to enhance abrasion resistance, seam strength, UV resistance and longevity. EnduroLoc standard is a heavyweight fabric requiring UV stability. The scrim is produced in a special weaving pattern to enhance thickness and tear properties. EnduroLoc standard is also available as a flame-retardant option – EnduroLoc FR.
87	Describe your quality control and assurance process.	<p>Accu Steel, Inc. has a documented quality policy which includes basic guidelines for its commitment to quality.</p> <p>Accu Steel, Inc. and its employees are committed to producing high quality products on time that meet our customers' requirements. We achieve this through communication and involvement with our employees and customers. Accu Steel, Inc. is committed to pursuing innovative technology and advanced education for continuous improvement of product quality. Please see full quality policy in our supplemental documents.</p>

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

Line Item 88. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Sourcewell Pricing.xlsx - Friday July 07, 2023 07:32:17
 - [Financial Strength and Stability](#) - Sourcewell Financial Strength Reference Letters.pdf - Friday July 07, 2023 07:36:52
 - [Marketing Plan/Samples](#) - Accu-Steel - Sourcewell landing page mock-up.pdf - Friday July 07, 2023 07:38:02
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Sourcewell 25 Year Warranty.xlsx - Friday July 07, 2023 07:52:52
 - [Standard Transaction Document Samples](#) - 2013 TOS (1).pdf - Friday July 07, 2023 07:53:46
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - QAQC Accu-Steel procedures (1).pdf - Friday July 07, 2023 07:54:30

Addenda, Terms and Conditions

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 Sourcewell 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 Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell 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:
 1. 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>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. 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. - Jeremy Holcomb, VP Business Development, Accu Steel, Inc.

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_Fabric_Structures_RFP_071223 Wed June 28 2023 04:33 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Fabric_Structures_RFP_071223 Thu June 15 2023 01:37 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Fabric_Structures_RFP_071223 Wed June 7 2023 02:00 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Fabric_Structures_RFP_071223 Fri June 2 2023 08:31 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Fabric_Structures_RFP_071223 Fri May 19 2023 01:14 PM	<input checked="" type="checkbox"/>	1