

**Solicitation Number: RFP #071223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ClearSpan Fabric Structures International Inc., 1395 John Fitch Blvd., South Windsor, CT 06074 (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 Sourcwell 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 Sourcwell 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

ClearSpan Fabric Structures International Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
8/14/2023 | 2:17 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
*Matt Naura*  
68E44209D340434...  
By: \_\_\_\_\_  
Matt Naura  
Title: President  
8/14/2023 | 1:19 PM CDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
48BAF71B0894454...  
By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO  
8/14/2023 | 3:22 PM CDT  
Date: \_\_\_\_\_

# RFP 071223 - Fabric Structures with Related Materials and Services

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## Vendor Details

Company Name: Clearspan Fabric Structures International Inc.  
Address: 1395 John Fitch Blvd  
South Windsor, CT 06074  
Contact: Brad Williams  
Email: bwilliams@clearspan.com  
Phone: 800-603-4445 1241  
HST#: 20-5899434

## Submission Details

Created On: Friday May 19, 2023 14:21:53  
Submitted On: Tuesday July 11, 2023 09:53:16  
Submitted By: Sonia Harrison  
Email: sharrison@farmtek.com  
Transaction #: 0809ac47-c516-4001-8363-ea8233bf39a3  
Submitter's IP Address: 74.8.213.135

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## 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")	ClearSpan Fabric Structures International Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Engineering Services and Products Company, Inc. (ESAPCO)
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	ClearSpan does not have any DBA or subsidiaries names. We have affiliated companies which are independent and not part of ClearSpan or ESAPCO.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	WCGQBN34SUE5
5	Proposer Physical Address:	1395 John Fitch Blvd South Windsor, CT. 06074
6	Proposer website address (or addresses):	www.clearspan.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):	Matt Niaura President 1395 John Fitch Blvd South Windsor, CT. 06074 MNiaura@farmtek.com 1-860-528-1119 ext 1102
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brad Williams Senior Municipal Specialist 1395 John Fitch Blvd South Windsor, CT. 06074 BWilliams@Clearspan.com 1-860-760-0046 ext 1241
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sonia Harrison Sales Trainer, Recruiter and Support Specialist 1395 John Fitch Blvd South Windsor, CT. 06074 SHarrison@farmtek.com 1-860-528-1119 ext 1791

**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.	ClearSpan provides a broad range of turnkey and design-build fabric structures for any industry. ClearSpan manufactures these structures using triple galvanized steel which includes an industry leading 50-year warranty. Additionally, we work with Sourcewell members, to offer them the best solution to meet their budget needs. As a previous contract supplier of fabric structures in material and services of Sourcewell we can offer custom building offerings to meet the solution of each Sourcewell member. These structures come in a variety of widths and lengths, round and gable style, web truss or rigid I-beam design based on the intended application which offer unlimited flexibility and customization. The ClearSpan fabric membrane is an industry premium 29 oz / 30 mil rip stop PVC material with a 30-year warranty. This flexibility and customization allow us to offer hybrid structures to the participating members with a combination of multiple construction materials, such as fabric roof and metal cladding side and end walls. ClearSpan offers re-cover solutions for both our structures and other brands of fabric structures. Our team is available to conduct site visits, review the structure and determine the material and accessories needed to complete the re-cover. ClearSpan offers additions and modifications to existing facilities, which can be performed under a design custom build method allowing for delivery and installation from beginning to end of the process. We offer a helical foundation system which is less expensive than traditional foundations. Also, if the participating entity would like to use their preferred general contractor for installation, we offer a site supervisor to oversee the project on site.
11	What levels of service (material only, turnkey, other) are being proposed?	ClearSpan offerings includes a whole solution package for the Sourcewell member, including material, turnkey structures, custom building and accessories, installation, and helical foundation. If the Sourcewell member needs a specific application to be designed and engineered to meet local and building code requirements our experienced sales professional will assist and guide them through the complete process. ClearSpan offers drawings and engineered design of structures including foundations. ClearSpan offers recover solutions including review of their existing building, site visit, required structural support.
12	Does the response include installation services?	Yes, ClearSpan will offer installation services. ClearSpan installation services can include foundation, structure, and accessories such as doors, fans, heaters, lights, and insulation. ClearSpan can expedite the manufacturing, delivery, and crew in an abbreviated period to service Sourcewell members who have limited time.
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	ClearSpan provides various installation services to make sure their building is installed properly and in a fashion that is convenient for Sourcewell members. Our experienced professionals are great to work with on completing custom building projects. The participating entities will be able to see how their design comes to fruition and how we integrate custom end walls, doors and accessories is simple with an installation crew from ClearSpan.
14	How does the Participating Entity select an installer?	ClearSpan will work with the participating entity to offer an experienced installation crew, meeting all guidelines and district laws required. We will assure the crew is available to work within the area, have the capability of working on the project and meet all prevailing wage versus standard wage requirements. These parameters and others are set within our Pro Core software for all installation crews to meet before the project begins.
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	Our installation crews are all trained and certificated to meet both our internal safety and qualifications as well as the guidelines established by the participating entity. We verify they are OSHA compliant and licensed within the jurisdiction.
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	Yes, the participating entity will need to sign a Master installation Agreement or provide a purchase order with terms and conditions. Please see Standard Transaction Document Samples: Install-Non GC document.

**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	Benefit from natural lighting, superior strength, rip stop fabric weave and industry leading warranties. *
18	Rigid framed fabric structures	<input checked="" type="radio"/> Yes <input type="radio"/> No	USA made triple galvanized structural steel as well as rigid tapered IBeam frames cut at precise angles to reinforce the steel strength and industry leading 50-year warranty. *
19	Membrane structures	<input checked="" type="radio"/> Yes <input type="radio"/> No	Armor Shield Cover offers exceptional strength and durability in even the harshest conditions. This cover is backed by an industry leading 30-year warranty. *
20	Air-supported structures	<input type="radio"/> Yes <input checked="" type="radio"/> No	ClearSpan does not offer air-supported structures. *

**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.	ClearSpan is a current contract holder with Sourcewell, contract # 091319-CSS and 110822-CSS. We will continue to offer Sourcewell members the best pricing available to build and foster this relationship (GSA pricing excluded). Sourcewell members will receive a substantial discount off MSRP, then the price we offer to education, non-profit, state, and local government under our commercial division.

**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.	The ClearSpan pricing model will be a percentage discount off MSRP by line item. The excel sheet will be broken down to include SKUs with a brief description of each part, MSRP and discounted Sourcewell price. ClearSpan is presenting this proposal with the understanding that the proposed Sourcewell pricing included in this proposal is the ceiling price. At no time will ClearSpan offer products and services under this contract at prices above the ceiling price unless a specific request has been made and approved by Sourcewell in advance. ClearSpan proposal will include structures, installation services, doors, anchors, ventilation, heating, lighting, engineering services, GH covers and accessories, freight, restocking fees on standard stock items, bond fees and trade in specifications. Sourcewell members will be receiving a substantial discount off MSRP, but the overall project cost savings can be much larger when coupled together with design, accessories, and installation. ClearSpan will offer discounts on customized projects as well. Please see tabs along bottom of attached excel sheet under pricing.	*
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?	Installation services will be priced by MSRP square foot, profile, accessory add on and mileage. If the project requires prevailing wage, ClearSpan will quote the installation based on the prevailing requirements within the state.	
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.	The pricing discount will be a percentage off MSRP. The percentage range will be between 5% - 34% depending on the product/service offering.	*
25	Describe any quantity or volume discounts or rebate programs that you offer.	ClearSpan will review all quantity or volume discounts on a case-by-case basis. Additional if projects are executed concurrently and not far apart, we will work with the Sourcewell members to help them save time and money because we are aware of the funding/budget constraints.	*
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.	ClearSpan will monitor new products or services during the term of the contract and will submit a request for approval to add these items per the Sourcewell process. ClearSpan has added custom structure pricing to this contract to aid participating entities for out-of-the-box projects. Also, we will provide a quote per request to the participating entity for all sourced products related to the structure.	*
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.	All pricing will be presented by a line item/SKU and contain no hidden fees. In the event a Sourcewell member requires ClearSpan to collect state or local taxes, an additional fee would apply. If the participating entity would like to change the order, we will accept a revised purchase order or change order.	*
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.	All freight, delivery or shipping costs will be based per truck, per mile fee from the Dyersville Iowa manufacturing facility to the desired participating entity delivery location. The pricing excel sheet will display the mile rate per mileage range. The ClearSpan sales rep will quote freight and sales tax (if applicable) to the participating entity. The participating entity will be provided a project manager, to work through various segments of the sales process, from design, engineering, paperwork, delivery timeline and installation.	*
29	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	ClearSpan delivers to Alaska, Hawaii, Canada, and any offshore participating entity. ClearSpan has a diverse group of transportation providers for land and sea. ClearSpan collaborates closely with these providers to provide the most cost-effective freight charge case by case for these locations.	*
30	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If the participating entity has an independent provider, they would like to use for order pick up, ClearSpan will work with their transportation department to document the pickup process, sign waivers, and coordinate a timeline. ClearSpan will also drop ship accessories when it is cost effective.	*

**Table 5: Payment Terms and Financing Options**

Line Item	Question	Response *
31	Describe your payment terms and accepted payment methods.	ClearSpan provides net 30 days or progressive billing. ClearSpan accepts wire, check, and ACH payment methods.
32	Describe any leasing or financing options available for use by educational or governmental entities.	ClearSpan offers leasing and/or financing options with our third-party leasing partners or internal financing options. We assist our Sourcwell members based on credit rating.
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.	The participating entity will need to sign a Master Sales Agreement, Exhibit A, and installation Agreement (if applicable) or provide a purchase order with terms and conditions. Please see Upload Additional Documents: Sales-Service-Install Agreement
34	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, ClearSpan does accept the P-card procurement and payment process. There is no additional cost associated with this process.

**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 Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	<p>ClearSpan will continue our tailored process to ensure reporting consistency, pricing accuracy and contract compliance for all Sourcwell projects.</p> <p>Pricing accuracy- the Sourcwell pricing spreadsheet is maintained on a shared drive for our Sourcwell tenured sales professional to use when quoting a participating entity.</p> <p>Sales Order- All quoting and orders are recorded within our Epicor 10 system and match the participating entity purchase order or sales documentation.</p> <p>Tracking- The contract manager will track orders until delivery and invoicing. Once invoiced, the contract manager will add the order information to the Sourcwell quarterly report. The report will be audited to assure all orders are accurate and sent to our Director of Finance for payment to Sourcwell.</p> <p>Payment- Our Director of Finance will ensure payment is sent to Sourcwell in a timely manner.</p>
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.	ClearSpan will track sales revenue and profitability as a metric year over year to determine the success of this contract. This year, ClearSpan implemented a new HubSpot CRM system to track Sourcwell leads and sales. The HubSpot CRM system will be able to track the number of inquiries we receive through the Sourcwell website and how many of these inquiries turned into a sale. We will determine the volume received year by year and compare sales to whether we are having success with this contract. Also, ClearSpan has a dedicated individual to internally track all Sourcwell orders and report invoiced orders to Sourcwell quarterly. Our sales operations manager will review the pricing quarterly to ensure the best price and products are offered to participating entities. Our marketing department will conduct case studies and testimonials on our Sourcwell customers to ensure they are satisfied and source of referral or repeat business.
37	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	ClearSpan will pay Sourcwell an administrative fee of 2% under this contract.

**Table 7: Company Information and Financial Strength**



Line Item	Question	Response *
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>ClearSpan was established in 2006, providing installation for ClearSpan fabric buildings manufactured by Engineering Services and Products Company (ESAPCO). ESAPCO was established in 1979 doing business as FarmTek, TekSupply and Growers Supply.</p> <p>ClearSpan is considered an industry leader within the fabric building industry, often offering lower costs, providing fast installation and lower running costs. ClearSpan is focused on maintaining a leading presence in the municipal government and education by treating Sourcewell members as partners and offering the best solution, cost effective solution to meet their needs. ClearSpan provides structures for any industry from storage to athletic facilities. Our business philosophy of innovation, cost effectiveness, not afraid of change and offering the best quality products and services allows us to be creative and always consider the participating entity's needs.</p> <p>ClearSpan core values are presented within our mission statement: we want our customers to be enthusiastic, by delivering them products and services so excellent in quality and service it creates a responsiveness. Embracing change through continuous improvement in all aspects of business. Seeking sustainable growth profitable by creating a vision for all business activities. Employee involvement by promoting a workplace of teamwork, openness, accountability for all individuals to feel a sense of purpose combined with a rewarding professional experience. Our goal is to understand the customer's needs and exceed any expectation throughout the entire project cycle. Our field of experts within each department allows us to offer different concepts, custom structures, and timelines beyond the reach of our competitors. ClearSpan can supply structures and installation services throughout the US and Canada.</p>
39	What are your company's expectations in the event of an award?	<p>As a current holder of this contract, we expect to continue delivering first class service to Sourcewell and its members. We look forward to assisting and educating participating members about the contract and the different resources available to them within this contract. ClearSpan will collaborate with the participating members, operations staff, procurement, attorney, or board members to assist them to understand and justify this project. ClearSpan would like to continue to grow within the municipal, government and education sector and exceed our Sourcewell contract sales year over year.</p>
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.	<p>Please refer to the documents uploaded in Financial Strength and Stability to help illustrate our financial strength:</p> <p>Audited Financial Statements (pages 1-35)  Bonding Letter Rating (pages 36-37)  D and B Rating (pages 38-50)  Bank Reference Letter (page 51)</p>
41	What is your US market share for the solutions that you are proposing?	<p>ClearSpan is known to be a leader within the US market share for fabric buildings. Last year we successfully contracted over eight million for Sourcewell members across the country. ClearSpan accounts for 40-50% of the market.</p>
42	What is your Canadian market share for the solutions that you are proposing?	<p>ClearSpan provides products and installation to the Canadian market, and we are looking to increase our market share and footprint with marketing campaigns and becoming members of procurement groups like Canoe.</p>
43	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>ClearSpan has never petitioned for bankruptcy protection.</p>
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>ClearSpan and ESAPCO are two separate companies with common ownership. ESAPCO manufactures ClearSpan buildings. ClearSpan acts as a dealer/distributor and installation services of fabric buildings. As manufacturers and installers using US Steel, we can control the project timeline from procurement, detailing, fabrication, delivery, and installation providing us the opportunity to streamline the process for any project. ClearSpan has its own sales force, consisting of tenured Sourcewell sales professionals, designers, estimators, and project managers. ClearSpan offers Sourcewell members a one stop shop for all building needs coupled with a premier manufacturer leading them.</p>

45	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.	ClearSpan maintains applicable local business registrations/licenses to perform business including contractor and engineering licenses within certain states of the US and provinces of Canada. If ClearSpan needs to obtain a business or contractor license within an AHJ (authority having jurisdiction) we presently do not have, we will obtain the necessary registration or license. ClearSpan can meet individual site requirements, such as OSHA, COVID-19 vaccination, prevailing wage, and other restrictions. During the quoting process, we collaborate with the Sourcewell member to define the scope of work necessary for this project. Our tenured Sourcewell sales professionals reviews all requirements and restrictions within the project and engages the necessary individuals to meet these requirements and restrictions. The project manager will oversee the project to ensure the installation complies with the design and code requirements.	*
46	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	ClearSpan has never been suspended or debarred over the past ten years.	*

**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	<p>ClearSpan in 2021 won an ad study award from Roads and Bridges. "In recognition of advertising which achieved outstanding readership response as measured against all other ads appearing in Roads and Bridges."</p> <p>ClearSpan in 2020 was published in Waste Advantage, stating how it offers cooperative purchasing for a streamlined building process. Article Link: <a href="https://wasteadvantagemag.com/clearspan-offers-cooperative-purchasing-for-a-streamlined-building-process/">https://wasteadvantagemag.com/clearspan-offers-cooperative-purchasing-for-a-streamlined-building-process/</a></p> <p>GrowSpan an affiliated company of ClearSpan was mentioned as America's Top Cannabis Industry Employer for 2021. Article Link: <a href="https://mgmagazine.com/business/human-resources/top-cannabis-industry-employers-2021/">https://mgmagazine.com/business/human-resources/top-cannabis-industry-employers-2021/</a></p> <p>ClearSpan in 2023 was published in Waste Advantage, noting factors to consider while custom- designing your fabric structure. Article Link: <a href="https://wasteadvantagemag.com/factors-to-consider-while-custom-designing-your-fabric-structure/">https://wasteadvantagemag.com/factors-to-consider-while-custom-designing-your-fabric-structure/</a></p>	*
48	What percentage of your sales are to the governmental sector in the past three years	ClearSpan estimates that 4% of our total sales over the past 3 years have been from the government sector.	*
49	What percentage of your sales are to the education sector in the past three years	ClearSpan estimates that 3.42% of our total sales over the past 3 years have been from the education sector.	*
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?	<p>ClearSpan has two cooperative purchasing contracts with Sourcewell: Contract # 110822-CSS Pre-Engineered Buildings and Contract # 091319-CSS Engineered Fabric Buildings.</p> <p>The past three years has report over \$18,000,000 in sales through these two contracts.</p>	*
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?	ClearSpan was awarded the GSA Schedule contract # 47QSWA21D004K in 2023, our YTD volume is \$5000.00.	*

**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 *
City of Murfreesboro Parks and Recreation	Government	Tennessee - TN	Athletic Buildings	\$2,637,292.00	\$2,637,292.00
Lake Tahoe Community College	Education	California - CA	Equipment Storage Buildings	\$737,870.00	\$737,870.00
Opelika Parks and Recreation	Government	Alabama - AL	Athletic Building	\$688,139.00	\$692,644.00
City of North Canton	Government	Ohio - OH	Salt and Sand Storage Building	\$417,558.00	\$422,058.00
City of Nashua	Government	New Hampshire - NH	Storage Building	\$393,492.00	\$393,492.00

**Table 10: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Town of Pendleton	David Fischer	Office- 716-625-8033 Cell- 716-909-1408
Franklin Township	Phil Depue	607-768-3262
Embark/COPTA	Dennis Fry	Office- 405-297-2521 Cell- 405-640-3725

**Table 11: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell 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.	ClearSpan has a dedicated team of sale professionals who are well versed with the Sourcwell contract. They understand all aspects of the building process and look to develop site specific solutions that provide the best value to the participating entity. These sale professionals are located within South Windsor, CT headquarters. ClearSpan has a team of territory representatives who conduct site consultations, site evaluation and measurements. We attend town council meetings and board reviews to present the project and answer any questions concerning the structure. Also, we have a team of Business Development Managers who attend trade show to highlight the Sourcwell contract to government and education entities.
55	Service force.	ClearSpan currently employees seven project managers located within our manufacturing facility in Dyersville, IA. We have multiple road crews who travel nationally or internationally to install and service ClearSpan fabric structures. Our crews are easily mobile to travel from coast to coast.
56	Dealer network or other distribution methods.	ClearSpan acts as the sole distributor of ClearSpan buildings manufactured by ESAPCO. This allows us to control every aspect of quality, service, installation, and cost.

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.	ClearSpan collaborates with the participating members to identify their needs, provide guidance to the members concerning design, engineering requirements, accessories, installation, and budget. Once all the information is obtained, the sales professional works with the estimators, engineering, installation, and procurement to create a quote. Once the project is agreed upon, the participating member will be introduced to the project manager. The project manager will be the participating member direct point of contact and they will work with the designer, engineering, finance, and installation team until project completion.	*
58	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	ClearSpan acts as the sole distributor of ClearSpan buildings manufactured by ESAPCO. If a dealer or sub-contractor is required, all Sourcewell contract guidelines and restrictions will be met before any relationship is developed.	
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.	If the Sourcewell member has any questions or issues during the project, they can contact the project manager or customer service at any time. Our two teams located within Dyersville, IA. are highly trained on our structures, accessories, and warranty questions. They will respond to customer calls or emails within the same day and if needed our project managers are available to conduct on-site visits. The project manager will be the primary point of contact for the Sourcewell member during design, paperwork, installation until 100% completion. ClearSpan offers a wide range of services to assist the customer with next day delivery of inventoried replacement accessories, YouTube videos and product demonstration videos and our research and diagnostics team to assist with custom products. Clearspan provides exceptional customer service.	*
60	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	ClearSpan is fully able and willing to service all Sourcewell participating entities in the United States. We offer a product to meet any demand within any industry. We will continue to pursue and service all Sourcewell entities.	*
61	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	ClearSpan has the ability and willingness to provide products and services to Sourcewell participating entities in Canada. We offer a product to meet any demand within any industry. We will continue to pursue and service all Sourcewell entities.	*
62	Does Proposer intend to serve nonprofit agencies if awarded a contract?	ClearSpan does intend to service nonprofit agencies if awarded a contract.	
63	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	ClearSpan will service any geographic area within United States or Canada.	*
64	Identify any Sourcewell 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?	ClearSpan will service any Sourcewell participating entity sector.	*
65	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ClearSpan does not have any restrictions or contract requirements for Hawaii, Alaska, or the US Territories. Based on the complexity of the project we may review the project case by case due to the freight and installation services.	*

**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.	ClearSpan has a brand marketing strategy that targets the multiple industries we service. ClearSpan mails our catalogs throughout the year, attends numerous tradeshows across dozens of industries, and has an incredibly effective digital strategy that includes search and display ads on the Google, Microsoft, and Facebook networks. ClearSpan has a business development team that reaches out to individuals to make them aware of the product line. ClearSpan will promote our partnership with Sourcewell as an awarded vendor on their corporate website and has dedicated a landing page for visitors to review the relationship we have with Sourcewell. ClearSpan will identify past and current Sourcewell members and include them in a variety of e-mail marketing campaigns and workflows to establish how the Sourcewell contract can benefit their needs. Our marketing team will create blog articles to provide information to Sourcewell members about the contract. These articles can be targeted to certain industry types within the government or education sector. Please see marketing plan/samples folder for tradeshow ClearSpan brochure, fabric and government sell sheets, Sourcewell flyer, Sourcewell landing page.
67	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	ClearSpan has a strong digital footprint, and we use a number of tools. ClearSpan is constantly looking into SEO, and we consistently dedicate efforts to improve both existing pages and build new pages that rank well on search engines. For paid digital advertising, ClearSpan utilizes search and display on Google and Bing, and constantly runs campaigns on Facebook Ads Manager. We regularly target existing customers and those that have viewed our website but did not complete one of our goals. ClearSpan has been in business for many years which offers a broad base of customer data that we regularly leverage into look-alike audiences to target directly. Please see marketing plan/samples folder for information containing ClearSpan magazine ads, social media blog posts and Sourcewell contract announcement.
68	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?	Sourcewell role is to help these participating entities operate more efficiently by offering them a best value contract provider. ClearSpan has a unique way to promote our relationship with Sourcewell on a regular basis. We have a dedicated page on our website, for potential customers are always able to find information when navigating the site. We also put the Sourcewell name in our digital marketing headlines on Google Ads and feature it on relevant landing pages. Our company promotes our relationship with Sourcewell through eblasts and tradeshows as we display the Sourcewell flag on our podium. With the literature we pass out at tradeshows, we have a printout stating the benefits of working with Sourcewell. Our Business Development Managers attend a number of events and meetings where we discuss our membership with potential customers and promote it on a day-to-day basis over the phone. Our marketing department will create a public relation movement to promote the newly awarded contract. Also, we will continue to provide Sourcewell with testimonials from our participating members to publish within Sourcewell quarterly newsletter. Please see the marketing plan/samples folder for this year's building testimonial created for the Sourcewell newsletter.
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 the complexity and custom options of our fabric building structures our products and services are not available through an e-procurement ordering process. ClearSpan has a dedicated Sourcewell sales team who will collaborate with the participating members and discover their project needs. We recommend all customers call or visit our ClearSpan Sourcewell website to reach our tenured Sourcewell sales professionals.

**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.	All orders include a full set of instructions/plans, warranty documentation and maintenance schedule. Once ClearSpan has completed the installation our crew will perform a walk through with the POC and complete a checklist. We will review the maintenance schedule with the POC and give any site training to perform routine maintenance. There is no cost to this service. ClearSpan does offer yearly maintenance and inspection services if needed and pricing is determined by project. Also, our project managers and customer service team are readily available to assist the customer during and post-sale of any project.

71	Describe any technological advances that your proposed products or services offer.	<p>ClearSpan has the following technology advances:</p> <p>3D Rendering- 3D video allows customers to view the building before ordering. This video allows the customer to virtually walk through the building to review the layout of the building and its surroundings.</p> <p>Research and Diagnostics Team- team of individuals devoted to development and training of new products, concepts, and structures. As the customer needs change, our R &amp; D team test, introduce new accessories within our product line and develop new structures. These new structures are built and evaluated on our Dyersville location site before being released to the public.</p> <p>Step by Step videos- ClearSpan offers a vast number of videos for our customers to review, from how to install a fabric building to how strong our fabric coverings are versus other brands.</p> <p>Introduction of robotic welding and tube laser machinery within our manufacturing facility.</p> <p>Helical foundation solution- eliminates the need for site excavation, and concrete foundations. These helical anchors can be removed without damaging the surrounding area. They can be fully engineered to meet state and local building code requirements.</p> <p>Advanced ventilation and liners within our fabric buildings, to allow air to circulate and protect the metal components.</p> <p>ClearSpan takes into consideration all load requirements, including collateral, when designing our buildings. This allows the customer to add heavy machinery such as a crane or conveyer within a building versus load bearing foundation which will be costly.</p>	*
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>ClearSpan fabric covers are 100% recyclable, and our helical foundation solution is environmentally friendly. Due to the recycle content of ClearSpan framework, ClearSpan may contribute to a project's eligibility for LEED compliance. Our beam building is equipped with one thousand units of solar panels to help with energy production, generating approx. on average 410 kwh.</p>	*
73	Discuss your proposed product line in terms of sustainability and recycling.	<p>ClearSpan fabric covering is 100% recyclable. Our structures are environmentally friendly and limit energy consumption through natural lighting. ClearSpan structures are made with steel that averages over 25% recycled content. Our manufacturing facility operates to reduce waste and finds secondary uses for scrap materials. Also, our fabric structures are designed to be relocatable if needed. This is a benefit to the Sourcewell participating entities if they decide they would like to relocate the structure or sell it to be recycled in a separate way.</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>ClearSpan structures have contributed to LEED approvals on previous customer projects when reviewed as a portion of the overall project impact study.</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.	<p>ClearSpan does not hold any WMBE, SBE or veteran owned business certifications.</p>	*

76	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?	ClearSpan offers the highest quality of steel and fabric available, with an industry leading 30-year warranty on covers, and 50-year warranty on frames. We can manufacture, design, and install our structures for any customer. This gives us full control of quality and accountability in the production phase and monitor quality control. ClearSpan dedication to providing a superior quality building by using American-made steel at an economical price and unequaled customer service is what makes us the best choice for any structure application. ClearSpan offers useful guides to help participating entities determine which building style is ideal for their industry to five myths about fabric buildings. Our ClearSpan installation crews offer a 1-year warranty on all labor. Our steel frames are triple galvanized and use the PPG PSX 700FD painting system. This painting system is corrosion, chemical and abrasion resistant and has a quicker application time versus three coat painting system which reduces labor and material cost on extra coats. This paint is touch dry within one hour ensuring project deadlines are met. ClearSpan can recover our structures and other brand structures. Also, we offer campus tours of our manufacturing facility to see up front our structures and how we are different from other brands.	*
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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 products, parts and labor for fabric structures being sold and distributed through ClearSpan. These warranties protect our Sourcewell members' investment. Please see attached warranty information.	*
78	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The restrictions included in the warranty documentation are clearly outlined in our standard warranty. Please see attached warranty information.	*
79	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, if ClearSpan installation services is purchased, the expense of the technicians' travel time and mileage are covered during the labor warranty coverage period. Please see attached labor warranty information.	*
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?	We can service all states in the United States and all provinces in Canada.	*
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?	Warranty service for items made by other manufactures that are part of this proposal are passed to the original manufacturer. We will function as the liaison to ensure the Sourcewell member is satisfied with the appropriate level of service.	*
82	What are your proposed exchange and return programs and policies?	The structures offered in ClearSpan's proposal are custom in nature and cannot be returned. Add on items such as doors, lights and fans can be returned or exchanged within our 90-day standard term if needed. Our customer service team is readily available to assist with any exchange or return questions and review each case to determine the underlying circumstance. Our goal is to always provide the best customer service experience possible.	*
83	Describe any service contract options for the items included in your proposal.	ClearSpan offers custom maintenance and service contracts if requested. This includes yearly inspections and maintenance visits depending on the client's needs. These are priced on a case-by-case basis using labor rates, equipment rentals costs and travel expenses.	*

**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.	ClearSpan offers industry leading standards, with our 1-year installation warranty, 50-year warranty on the building frame and 30-year warranty for our 29oz cover. *
85	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	All our services or guarantees are tracked by our project managers and/or customer service team. Each question, issue, exchange, or project return are given a case number to track response time, circumstances, and resolution. This helps us measure where we stand with service standards and guarantees. Also, this metric develops our key performance indicators for each year within each department. *
86	Describe the methods or techniques that impact the durability or longevity of your product.	ClearSpan uses only high-quality steel sourced in the United States for our truss and beam structures. Our fabric membrane material is an industry premium for longevity and durability. We take pride in offering our structures otherwise we would not put our name on it. Also, if ClearSpan installs the structure, we assure each piece is installed properly. The base plates, cross cables, keder and purlins reduce the movement of the building. While our turn buckles and ratchet straps are securely tightened to reduce bowing or dips within the fabric cover which reduces the impact inclement weather or wind has onto the structure.
87	Describe your quality control and assurance process.	ClearSpan inspects our fabric and steel members on each order prior to delivery. We design our structures with more safety factors than required by the governing building codes in most cases.

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

**Line Item 88. NOTICE:** To identify any exception, or to request any modification, to Sourcwell 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 Sourcwell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" 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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - New Contract Sourcwell 2023 Pricing .xlsx - Tuesday July 11, 2023 07:49:49
- [Financial Strength and Stability](#) - Financial Strength.pdf - Monday July 10, 2023 13:32:06
- [Marketing Plan/Samples](#) - Marketing Information.zip - Monday July 10, 2023 15:05:01
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Information.pdf - Monday July 10, 2023 15:47:21
- [Standard Transaction Document Samples](#) - Install-Non GC.docx - Monday July 10, 2023 09:25:00
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Sales-Service-Install Agreement.doc - Monday July 10, 2023 11:38:27



## 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. - Sonia Harrison, Sales Recruiter, Trainer and Support Specialist, ClearSpan

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
<b>Addendum_5_Fabric_Structures_RFP_071223</b> Wed June 28 2023 04:33 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_4_Fabric_Structures_RFP_071223</b> Thu June 15 2023 01:37 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Fabric_Structures_RFP_071223</b> Wed June 7 2023 02:00 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Fabric_Structures_RFP_071223</b> Fri June 2 2023 08:31 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Fabric_Structures_RFP_071223</b> Fri May 19 2023 01:14 PM	<input checked="" type="checkbox"/>	1