

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Air Structures American Technologies, Inc., 4 International Drive, Suite 224, Rye Brook, NY 10573 (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

Air Structures American Technologies, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
8/14/2023 | 2:15 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
*DONATO FRAIOLI*  
FCCC2C789CD34E7...  
By: \_\_\_\_\_  
Donato J. Fraioli  
Title: Technical Sales & Project Development  
8/15/2023 | 6:54 AM PDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
48BAF71B0894454...  
By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO  
8/15/2023 | 8:55 AM CDT  
Date: \_\_\_\_\_

# RFP 071223 - Fabric Structures with Related Materials and Services

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## Vendor Details

Company Name: Air Structures American Technologies, Inc  
Does your company conduct business under any other name? If yes, please state: ASATI  
Address: 4 International Dr Suite 224  
Rye Brook, NY 10573  
Contact: Donato Fraioli  
Email: donato@asati.com  
Phone: 914-417-1262  
Fax: 914-937-6331  
HST#: 11-3103973

## Submission Details

Created On: Thursday May 18, 2023 08:22:29  
Submitted On: Wednesday July 12, 2023 15:26:18  
Submitted By: Sebastian Merlo  
Email: smerlo@asati.com  
Transaction #: 4ae77a4b-b05c-4fb4-af49-566b13f05377  
Submitter's IP Address: 47.23.243.118

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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")	Air Structures American Technologies, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Air Structures American Technologies, Inc. has no subsidiary entities whose equipment, products, or services are included in the proposal.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Air Structures American Technologies, Inc. A.K.A. = "ASATI"
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1MP42
5	Proposer Physical Address:	4 International Drive, Ste 224, Rye Brook, NY 10573 United States
6	Proposer website address (or addresses):	<a href="https://www.asati.com/">https://www.asati.com/</a>
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):	Donato J. Fraioli, Technical Sales & Project Development 4 International Drive, Ste 224, Rye Brook, NY 10573 United States donato@asati.com Cell: 914-417-1262 Office: 914-937-4500
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Donato J. Fraioli, Technical Sales & Project Development 4 International Drive, Ste 224, Rye Brook, NY 10573 United States donato@asati.com Cell: 914-417-1262 Office: 914-937-4500
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sebastian Merlo III, Sales & Marketing Assistant 4 International Drive, Ste 224, Rye Brook, NY 10573 United States smerlo@asati.com Cell: 845-797-2809 Office: 914-937-4500

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

Line Item	Question	Response
10	Provide a detailed description of the products, and services that you are offering in your proposal.	<p>ASATI provides exceptional clear-span air structures for facilities large and small. Our structures are perfect for providing clear-span space for recreational, industrial, and many other needs at a more affordable price and expeditious timeline in comparison to traditional buildings and others. Our team works hand in hand to assist in providing structures to solve a variety of needs. Our engineering team custom designs each high-performing air-supported structure with an original design. All structures are engineered to account for all local codes including the requirements for wind and snow loads. Our engineering plans are stamped by an independent professional engineering group confirming the accuracy of our designs. ASATI manufactures, installs, and services these facilities with the highest quality materials and industry-leading expertise. Additionally, ASATI produces replacements and services for existing air structures.</p> <p>Each facility is provided with the necessary components to ensure the needs for the scope of the project are met. Listed below are the items that ASATI provides to cover the project scope of work (More detailed information on all items is in 10.1_DOC).</p>

		<p>ASATI Products:</p> <ul style="list-style-type: none"> <li>- Fabric Envelope with PVDF Coating</li> <li>- Thermal Liner (R-4 Value Insulation)</li> <li>- Double Thermal Liner (R-8 Value Insulation)</li> <li>- Bubble Foil Insulation (R-12 Value Insulation)</li> <li>- Field Junction Seam Joints</li> <li>- Full Bias Cable Net System</li> <li>- Fabric Anchorage System</li> <li>- Cable Anchorage System</li> <li>- Egress &amp; Entrances (including revolving doors, personal exit doors, double exit doors, personal airlocks, and vehicular airlocks)</li> <li>- HVAC Pressurization Inflation Unit</li> <li>- Remote Monitoring Systems</li> <li>- Automated Wind &amp; Snow Sensors</li> <li>- Generator</li> <li>- Hanglite Universal "LED" Lighting System</li> <li>- Tab System (Ease-of-Use Roof Hanging)</li> <li>- Perimeter &amp; Field Divider Netting</li> <li>- Floor-to-Ceiling Netting</li> <li>- Skylight</li> <li>- Logo Banners</li> <li>- Dome Designed for Direct Building Attachment</li> </ul> <p>Additionally, ASATI provides proactive and responsive services alongside its' exceptional product.</p> <p>Design Build – The ASATI team has 60 years of worldwide air structure project experience to assist customers in the planning process of a facility. We help our customers work with their team of architect/s and contractor/s to first define the feasible scope of work given site requirements and project needs. Our senior managers that are part of the air structure code committee provide resources to the customer's architect in receiving site plan approvals from the local municipality and expediting project timelines. In the preliminary stages, ASATI's engineering team can provide concept drawings, photo-metric layouts, and sample plans for site work cost estimations. ASATI provides construction and submittal drawings for all components of the air structure including the necessary foundations and utilities distribution locations completed by the general contractor of the customer's choosing. These engineering plans are stamped by an independent professional engineer and allow a customer's architect to receive the proper building permit approvals. We are experts at guiding architects and working alongside contractors to ensure the air structure is of the highest quality.</p> <p>Installation – ASATI provides customers with the most economical installation plan that allows for smooth and successful project completion. ASATI supervision can coordinate the delivery of air structure components and equipment. ASATI supervision will integrate with the customer &amp; General Contractor to execute a successful air structure installation. ASATI's scope of work on a site does not extend beyond the air structure and our team will work under permits by others.</p> <p>Seasonal Installation &amp; Removals – ASATI air structures are flexible for seasonal use. ASATI supervision can be provided for each iteration of seasonal use for successful completion in year-over-year operations.</p> <p>Service &amp; Replacements – ASATI air structures are supplied with a 20-year materials and workmanship warranty. Our attention to every detail privileges this longevity and we treat the relationship with the customers of our industry all the same. We offer inspection, maintenance, repair, and replacement services for all air structures.</p>
11	What levels of service (material only, turnkey, other) are being proposed?	ASATI is proposing to design/engineer, manufacture, supply, install, and service the air structures described in this RFP. ASATI will consult with Participating Entities for the best path forward to accomplish project completion, success, and cost-effectiveness.

12	Does the response include installation services?	<p>ASATI typically only provides installation supervision for the most cost-effective outcome of the project. ASATI supervision is heavily experienced and takes the lead with hands-on involvement to cover the high-level skill requirements for the project.</p> <p>ASATI can also provide turnkey installation of the air structure materials by providing the general labor and equipment necessary for the installation. As explained in line 13, for the most efficient and cost-effective installation services it is highly encouraged for the Participating Entity to source the general labor locally.</p> <p>Project-related site work including foundations and utility distribution points will be provided in the set of PE-stamped engineering plans completed by ASATI (Please view a sample set of engineering plans from a previous project in 12.1_DOC). The site work of foundations, plumbing, electrical and gas work is to be completed by a general contractor of the Participating Entities' choosing. ASATI will assist the Participating Entity in its selection process for the general contractor of the project.</p> <p>ASATI has proven experience in successfully completing projects in partnership with local general contractors that allows for the most cost-effective and high-quality delivery of an air structure. Utilizing local general contractors allows the Participating Entity to save the cost of mobilizing skilled labor to various locations around the world. ASATI educates and serves as the resource for the general contractor to correctly estimate how to best serve the Participating Entity and deliver the highest quality work. ASATI's design requirements for general contractors are at an intermediate level that allows most general contractors to undertake such a project.</p>	*
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	<p>It is highly recommended that labor and equipment needs are sourced locally/through the general contractor by the participating entity. If the Participating Entity sources the labor and equipment, ASATI will provide recommendations for labor and equipment requirements. With these recommendations met ASATI's experienced supervisors will lead a timely and successful air structure installation.</p> <p>ASATI's requirements for laborers are minimal. No skilled labor is required with the leadership of ASATI supervision in air structure installation. Laborers need to be able to lift heavy loads, have physical stamina and strength, and be punctual.</p>	
14	How does the Participating Entity select an installer?	<p>ASATI will always provide installation supervision for every project. Regarding general labor selection, a Participating Entity uses the labor of the General Contractor if available, local labor-ready institutions, or a local labor-intensive business such as a landscaping company. Provided that the selected organization is insured, and the labor meets the minimum requirements outlined by ASATI, the installation will be successfully completed efficiently.</p> <p>Regarding the selection of a general contractor, ASATI can assist with consultation services. ASATI can educate the general contractor on air structure projects and how to complete them at the highest level. ASATI will provide potential general contractors with sample engineering plans that will allow them to amortize a past ASATI project for the proposed project of the Participating Entity (Example Plans 12.1_DOC). With proper education and estimation materials, potential general contractors will be able to provide Participating Entities with their best offer, allowing for the best selection.</p>	
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	<p>ASATI personnel are the trained and experienced supervisors of the project that will be present and involved during the ASATI products installation period. ASATI personnel will lead all provided labor to the success of the installation. ASATI's requirements for laborers are minimal. No skilled labor is necessary, outside of the installation of mechanical systems. General laborers need to be able to lift heavy loads, have physical stamina and strength, and be punctual. It is required that sources for labor are insured.</p> <p>For the installation of mechanical systems supplied by ASATI including HVAC and Generators, the general contractor will place and install with utility connection before ASATI completes startup. This requires the use of the general contractor's skilled personnel to distribute the utilities to the provided units.</p>	*
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	ASATI has no standard installation agreement it requires Participating Entities to use.	*

**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 type="radio"/> Yes <input checked="" type="radio"/> No	No offers. *
18	Rigid framed fabric structures	<input type="radio"/> Yes <input checked="" type="radio"/> No	No offers. *
19	Membrane structures	<input type="radio"/> Yes <input checked="" type="radio"/> No	No offers. *
20	Air-supported structures	<input checked="" type="radio"/> Yes <input type="radio"/> No	.

**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.	

**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 Sourcwell 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.	<p>ASATI utilizes various patented designs and engineering capabilities to develop custom solutions for various uses such as recreational, commercial, industrial, and environmental applications. All projects have varying scopes of work that will determine the optimal application of ASATI products and design. These factors include but are not limited to overall size, dimensions, structural capabilities, location, environmental climate, and usability. These factors do not limit the use of an ASATI air structure but can cause incredible discrepancies in absolute pricing models. With unlimited potential for customizing our offering to best meet customer needs, ASATI is committed to offering potential customers proposal presentations that consider all aspects of each individual project. This will also be the case for all Sourcewell participating entities.</p> <p>In the interest of providing a level of understanding to Sourcewell decision-makers, the ASATI Marketing and Sales team has assembled detailed price estimations that can be utilized for analysis in this RFP. The pricing models are composed of typical assumptions described in the document. ASATI has included in these pricing models the 3% discount offered to Sourcewell members on all custom designs. All pricing provided in these models is in U.S. dollars. In the instance of a Sourcewell Member purchasing in Canadian Dollars, ASATI will apply the Bank of Canada closing exchange rate on the order date.</p> <p>Please view the attached product pricing model: 22.1_DOC</p> <p>The first page of the document outlines pricing and assumptions of a range of air structure sizes for permanent and seasonal uses. Further, we have provided various permanent and seasonal designs that confine to these assumptions to fully describe what the price differences look like at each incrementing level for structures from 10,000-200,000 sq ft. These designs will assist in evaluating the price per square foot pricing provided on the first page of the document. Most of these design sizes are based on various ASATI projects completed around the world. You will find that the dimensions used for specific sizes are those of the projects described in our related marketing materials. (See 22.2_DOC for a few examples)</p>	*
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?	<p>As described previously, in the best interest of the client, ASATI believes in sourcing the necessary general labor and equipment locally by the client. This is the best course of action, resulting in the general labor sourced by the client being led by ASATI supervision for successful project completion.</p> <p>With that said, ASATI will upon request provide turnkey installation pricing. In estimation, turnkey installations typically cost \$2 USD (per square foot) based on the national average of private labor wages. The cost can vary based on project scope and location. If the project requires prevailing wages, it will have an additional cost impact. ASATI can source labor under these requirements and estimates an additional cost of \$0.50 USD (per square foot).</p> <p>In the case in which a participating entity selects the suggested path put forth by ASATI, pricing is more straightforward. ASATI requires the costs of the Supervisor to be paid. This includes a wage of \$950 per day with the additional costs of travel, food, and lodging. Additional ASATI technicians to support the supervisor on larger projects cost a wage of \$650 per day with the additional costs of travel, food, and lodging.</p>	
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.	ASATI is offering a 3% pricing discount to Sourcewell Members on all ASATI products provided in the contract price. Whether this system is new or existing, all items will receive this pricing discount.	*
25	Describe any quantity or volume discounts or rebate programs that you offer.	ASATI does not necessarily provide any quantity or volume discounts or rebate programs that you offer. Although, as you can see in ASATI pricing models, the larger the structure is the lower the cost per square foot of the project and the more value to the participating entity.	*



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.	ASATI can provide participating entities with nonstandard options with a quote given upon each request. Generally, these items will be quoted at cost with ASATI's normal 15-20% margin.	*
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.	ASATI will not be providing any offers for site work of the project including the completion of any foundation, plumbing, and electrical work. The sitework must be completed by a general contractor that is selected by the Participating Entity. ASATI will participate as the lead designer and engineer for the project. Providing a detailed set of PE-stamped engineering drawings that include the necessary foundations and utility distribution points that will be completed by the general contractor for the project.  The Participating Entity will be responsible for any applicable sales, use, and custom taxes.	*
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.	ASATI is able and willing to provide shipment of ASATI products. Freight, delivery, and/or shipping costs are priced on a per-project basis. This is due to the various inconsistencies of project locations and scope of work. Upon request, ASATI will include delivery pricing in project proposals for projects in the contiguous United States and Canada. All taxes, tariffs, and customs charges will not be included and be the responsibility of the buyer.	*
29	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Our freight, shipping, and delivery terms are constant for Alaska, Hawaii, Canada, or any offshore delivery. Due to the various inconsistencies of project locations and scope of work freight, delivery, and/or shipping costs are priced on a per-project basis. Upon request, ASATI will include delivery pricing in the project proposal. All taxes, tariffs, and customs charges will not be included and be the responsibility of the buyer.	*
30	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The general nature of air structures allows for large clear-span structures to be distributed globally by rolling fabric and other materials into just a few shipping containers.  Additionally, to provide even further expeditious delivery ASATI offers our patented Rapid Deployment Structure (RDS). A transportable and rapidly deployable air-supported structure system designed to bridge the gap between temporary and conventional construction methods. This package system uses internal air pressure to create a structural enclosure for multiple uses across industries, such as agriculture, military, medical, and recreation. This unique design provides all the benefits of existing tent shelters -- portability, rapid installation, cost-effectiveness -- while also providing improved structural stability, along with air quality climate control. The structures are all self-contained within at least one 40ft. shipping container.  Visit the link provided for the ASATI video of this design: <a href="https://youtu.be/NpIG2HA54lc">https://youtu.be/NpIG2HA54lc</a>	*

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

Line Item	Question	Response *
31	Describe your payment terms and accepted payment methods.	<p>ASATI payment terms are defined in every proposal and contract. Unless otherwise stated, our regular terms are as follows:</p> <p>35% down payment to be paid upon signing of the contract.  30% upon start of production  30% upon completion of production of air structure fabrication  5% upon delivery or two weeks after notice of completion of production</p> <p>The 35% down payment allows for all raw materials to have price certainty. Allowing buyers to withstand any fluctuation in pricing through the development of their project. The buyer is responsible for customs, sales &amp; use tax if applicable.</p>
32	Describe any leasing or financing options available for use by educational or governmental entities.	<p>To assist in the purchasing process, ASATI uses a financing partner to extend a 7-year lease-to-buy agreement for existing entities. This only covers ASATI production and installation of ASATI Products listed in Table 2A Line Item 10.</p>
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.	<p>ASATI uses a basic contract agreement for nearly all projects. This agreement outlines the price of all equipment to be supplied by ASATI and the parties involved. The document includes information on the scope of responsibilities, warranties, maintenance reports, terms &amp; conditions, and other details on the project.</p> <p>At the point of completion of the installation of the project. ASATI supervisors and client representatives will complete the Project Closure Documents which in turn will begin that limited warranty expressed in the contract.</p> <p>Please view the attached documents:  33.1_DOC  33.2_DOC</p>
34	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>ASATI does not accept payment on credit cards for any orders over \$1,000.</p>

**Table 6: Audit and Administrative Fee**

Line Item	Question	Response *
35	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>ASATI's salesforce will be provided with models and materials needed to accurately develop contract pricing with the described discounts of this proposal. All Sourcewell contracts will be reviewed and finalized by the Director of Technical Sales and Project Development, ensuring the proper pricing and discounts are utilized.</p> <p>Quarterly vendor reports will be completed by the ASATI finance department to accurately display all sales under the Sourcewell Contract. The ASATI finance department will also perform the execution of the proper administrative fee to Sourcewell.</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.	<p>ASATI will be tracking and evaluating the metrics of Sourcewell projects in contrast to non-Sourcewell projects to determine the success derived from the Sourcewell contract. These metrics can also be provided to Sourcewell representatives to assess the success of the contract. All Sourcewell quote proposals, contracts, and project numbers will be labeled with a unique identification number for tracking purposes.</p> <ul style="list-style-type: none"> <li>- Proposals will be labeled SWYY.#####.#</li> <li>- Contracts will be labeled SWYY.#####</li> <li>- Project Numbers will be YY##.#-#SW</li> </ul> <p>(UIN Clarification: YY is the last two digits of the year)</p> <p>ASATI believes the Sourcewell contract will alleviate the Participating Entities' time and expense needed to acquire new project contracts. ASATI will not be able to track the level of savings benefiting the Participating Entity. The low volume of sales creates limitations for surveying expense savings for participating entities' procurement. ASATI Sales and Marketing Department will be tracking internal time and expense metrics compared to non-Sourcewell projects to determine our level of success with the contract.</p> <p>To further determine the success as a Sourcewell vendor ASATI will be tracking and evaluating project revenue and profitability. ASATI will also be evaluating the timely project completion rates by tracking the design-build metrics listed below.</p> <ul style="list-style-type: none"> <li>- Completion of structural drawings</li> <li>- Completion of manufacturing &amp; production</li> <li>- Delivery</li> <li>- Installation and Sign-off Reports</li> </ul>
37	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>ASATI understands the value of Sourcewell's efforts to facilitate, manage, and promote a Sourcewell contract. To accommodate these efforts, ASATI is offering to include a 2% administrative fee that will be calculated and paid quarterly on the total contract value of all contracts where final invoices have been paid by the participating entity in that quarter.</p>

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

Line Item	Question	Response *
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38	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>ASATI has pioneered the commercial use of air-supported structures for both industrial and recreational applications, from the air structures first used to cover military radar antennas. We are proud to call ourselves the pioneers of the air-supported structures industry.</p> <p>In 1963, Mr. Dan Fraioli, ASATI's Founder &amp; CEO, designed and erected the first air-supported structure over a tennis court. This original design created recognition for the versatility of air-supported structures in the sporting and recreational industry. During the 1960s and 1970s, ASATI enclosed hundreds of tennis courts across the U.S. (See 38.1_DOC)</p> <p>The exposure from these earlier tennis domes gained the interest of many other sports facilities. ASATI earned the opportunity to expand the Sports-Dome use into the development and building of every "First of its Kind" Commercial Sports Dome Facility. Tennis Domes, Soccer Domes, Hockey Domes, Golf Domes, NFL Domes, and Multi-Sports Domes are a few of ASATI's "firsts". Since its history began, ASATI has patented, designed, engineered, and built more than 5000 air-supported structures. ASATI has received awards for many projects, including special citations from The Fabric Structures Association, The American Institute of Architects, and The American Association of School Administrators. (See 38.2_DOC)</p> <p>Following the building of the very first Sports-Domes, ASATI developed and patented over 27 major features adopted as standards by the air structure industry. ASATI identifies industry deficiencies and innovates solutions as it continues to develop the industry-leading product. (See 38.3_DOC)</p> <p>ASATI holds a proven history of 60 years that is recognized worldwide as the pioneer and innovator of the air structure industry. As a result, ASATI is awarded major projects from the world's largest construction companies like Bechtel, Fluor, and Caterpillar to the world's most prestigious sports organizations, such as the 14 NFL teams we have built for.</p> <p>ASATI has had the privilege of advancing our industry with complex projects and superior results. A few examples of our major air-supported structures' accomplishments include:</p> <ul style="list-style-type: none"> <li>- ASATI constructed and installed 42 industrial structures engineered to support a 60lb snow load and 135 mph wind load along the Alaskan pipeline.</li> <li>- The Russian Federation awarded the single largest air structure contract to ASATI for 72 multi-sports domes. Completed and delivered within 12 months.</li> <li>- ASATI has been awarded citations from 2 presidents of the United States and is the only air structure company to ever receive the (ABC) "American Builders Award". ASATI earned the ABC award for building the Miami Dolphins Football Dome. The first air-supported structure to meet the state of Florida's 140 mph wind load requirement.</li> <li>- Recently in 2022, ASATI constructed and installed the largest sports dome at Future Legends in Colorado covering 168,750 square feet. A two-story glass directly attached clubhouse allows viewership into the air structure from all rooms in the conventional building.</li> </ul> <p>ASATI will provide you with 60 years of experience in designing, building, and installing air structures for many unique and complicated end uses. No competitor in the industry has overcome the challenges ASATI has designed solutions for or has reached the success of our structure's performance history.</p> <p>ASATI provides the highest quality of engineering services, materials, and workmanship that offers a trouble-free dome to match and exceed our 20-year warranty.</p>
39	What are your company's expectations in the event of an award?	<p>ASATI is the founder of the air structure industry and a pioneer of the innovations necessary to uphold the standards for high-quality facilities. ASATI plans to bring this value to service a larger demographic of clients beyond the large group we are currently servicing. We expect to be able to provide a superior air-supported structure than any previous Sourcewell supplier, generating interest in our building alternative with your members. ASATI's ability to lead the industry with the highest quality product for 60 years will drive interest in pursuing cost-effective building solutions. Additionally, our added value to the Sourcewell supplier community can incorporate a multitude of Sourcewell suppliers. We expect our customers will choose other high-quality Sourcewell-endorsed suppliers to fill the project needs outside ASATI's scope of work. ASATI would encourage customers to take such actions if awarded.</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.	ASATI has been in business for 60 years under the leadership of the same family. The family maintains sole ownership of the business, the property, and the manufacturing facility itself. ASATI leadership structures the business to maintain a very small amount of debt to prevent any cash crunches during an economic downturn. Please view the attached most recent financial statement and bond agreement. (See 40.1_DOC, 40.2_DOC)	*
41	What is your US market share for the solutions that you are proposing?	Based on 2022 sales and market data, the ASATI Marketing and Sales department has estimated the current U.S. market share at approximately 30%.	*
42	What is your Canadian market share for the solutions that you are proposing?	Based on 2022 sales and market data, the ASATI Marketing and Sales department has estimated our Canadian Market share at approximately 20%.	*
43	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	ASATI has never petitioned for bankruptcy protection.	*
44	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	ASATI is best described as a designer, manufacturer, direct seller and servicer of air-supported structures. Our sales and service teams are all direct ASATI employees that serve new and existing customers in the U.S., Canada, and around the world.  ASATI employees are trained representatives of company leaders to serve new and existing clients to the furthest extent. Our founder and owners are the inventors and innovators of this building solution and serve as the number one educational resource for air structure products, designs, and services. This allows employees to have a firsthand knowledge basis that can be extended to ASATI customers and Sourcewell participating entities through educational meetings and materials.  Additionally, to further serve international customers, ASATI has an experienced dealership network. ASATI partners around the world provide sales and services in various geographical areas. ASATI is in contact with dealership partners daily to make sure they provide the leading sales and service standards set forth by ASATI leadership.	*
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.	ASATI carries all the necessary licenses and certifications to complete each project. Requirements for air structure projects vary by location. For each project, ASATI will provide stamped submittal drawings per the local code requirements.	*
46	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	ASATI has not received any suspension or debarment.	*

**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>Prior to five years ago, ASATI received awards for various project recognition and no recent awards to be achieved in the past five years.</p> <p>ASATI has been awarded citations from 2 presidents of the United States and is the only air structure company to ever receive the (ABC) "American Builders Award". ASATI earned the ABC award for building the Miami Dolphins Football Dome. The first air-supported structure to meet the state of Florida's 140 mph wind load requirement.</p>
48	What percentage of your sales are to the governmental sector in the past three years	ASATI has maintained a 25-45% government project ratio in its lifetime. ASATI is a large-project based business. This can greatly vary the year-over-year ratio of categorized projects. With that said, in recent years we have lost a large percentage of government projects to other companies utilizing cooperative purchasing contracts such as Sourcewell. This is why we believe our affiliation with Sourcewell can greatly benefit all parties.
49	What percentage of your sales are to the education sector in the past three years	ASATI has maintained a 30-50% educational project ratio in its lifetime. ASATI is a large-project based business. This can greatly vary the year-over-year ratio of categorized projects. As stated previously, in recent years we have lost a large percentage of government projects to other companies utilizing cooperative purchasing contracts. This is why we believe our affiliation with Sourcewell can greatly benefit all parties.
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?	ASATI does not hold any other purchasing contracts.
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?	ASATI does not hold any GSA contracts or Standing Offers and Supply Arrangements (SOSA).

**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 *
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Fairland Sports and Aquatics Complex	Government	Maryland - MD	<p>Size: 168' x 257' x 49'                  Location: Fairlands, Maryland                  Year Built: 2023                  Use: Tennis Facility</p> <p>Fairland Sports and Aquatics Complex experienced the struggles of using outdated technology with an ASATI competitor. ASATI was selected to replace the existing coaxial-designed structure with a full-bias cable net system, LED lights, R-12 bubble foil insulation, and automated systems. These new additions relieved the client's problems with their previous dome. The obsolete technology did not heat properly, swayed in the wind, was dimly lit, and had no remote controls system. The new facility features a direct attachment to their existing clubhouse building allowing for viewership into the dome.                  M-NCPPC, Department of Parks and Recreation, Prince Georges County</p>	\$696,964	\$696,964
Northeastern State University	Education	Oklahoma - OK	<p>Size: 150' x 150' x 50'                  Location: Tahlequah, Oklahoma                  Year Built: 2004, 2021                  Use: Multi-Use Sports Facility</p> <p>Northeastern State University began its relationship with ASATI in 2004 with its first multi-sport air structure. After almost 20 years of success with ASATI air-supported systems the University decide to replace/update the outdated structure with ASATI's advanced technology in 2021. The structure, built in 2004, was provided with a 10-year warranty which was the industry level of the time and served the course of 17 years before replacement. The new structure installed in 2021 with advanced technology holds a 20-year warranty. ASATI is excited to see this structure provide the University with high-level indoor sports activity for many years to come.</p>	\$489,766	\$489,766

The University of Maine	Education	Maine - ME	<p>Size: 195' x 195' x 68'  Location: Orono, Maine  Year Built: 2023  Use: Collegiate Multi-Use Sports Facility</p> <p>The University of Maine was looking to revitalize the existing multi-sport facility on their campus after claiming the other manufacturer's dome failed 14 times. The project went out for bid and ASATI won the project because of the abilities of our technologies to be appropriate to withstand the heavy local snow loads. ASATI is providing the University of Maine with a fully new structure that will add our signature full-bias cable net system and patented snow melting system to battle the harsh conditions of the environment.</p>	\$992,006	\$992,006	*
Rutgers University - Busch Practice Dome	Education	New Jersey - NJ	<p>Size: 230' x 430' x 96'  Location: New Brunswick, New Jersey  Year Built: 1984, 1993, 2010  Use: Collegiate Practice Facility</p> <p>Rutgers University has been a lifelong customer of ASATI. ASATI provided the original structure to Rutgers New Brunswick Campus in 1984. Following, ASATI has made repairs and replacements on the site many times in two lifespan iterations. ASATI has made sure to meet all the University's needs in a timely manner over the past 40 years and will continue to serve in every way possible to keep this facility as magnificent as it is today.</p>	\$1,169,982	\$277,470	*
City of Summerside	Government	PE - Prince Edward Island	<p>Size: 240' x 250' x 84'  Location: Summerside, Prince Edward Island, Canada  Year Built: 2021  Use: Multi-Use Sports</p> <p>The City of Summerside awarded ASATI the contract to build their multi-sports facility. Although ASATI was not the low bidder, the city felt ASATI's dome system contained the only technology available to be able to withstand the local conditions. The result was a structure that has withstood several 2-foot-plus snowstorms and a 140-mph hurricane in the fall of 2022.</p>	\$1,303,614	\$1,303,614	*



**Table 10: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Rutgers University	Rudy Peralta	732-445-7893 732-425-9201	*
City of Summerside (See 53.1_DOC)	Robin Cormier	902-786-9301	*
Fairland Sports and Aquatics Complex (See 53.2_DOC)	Lorrie Baker	301-362-6080 443-745-5981	*
Utica College (See 53.3_DOC)	Shad Crowe	(315) 749-8544	

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

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

Line Item	Question	Response *	
54	Sales force.	<p>ASATI is organized and proven to serve the needs of customers in the U.S., Canada, and around the globe. ASATI has an in-house sales team that is led by Donato Fraioli of Technical Sales and Project Development. Supported by in-house assistance and global partners. With such a highly technical and custom product a moderately sized knowledgeable sales team is most effective for engaging with the available opportunities in the market. The ASATI sales team frequently travels to meet customers on-site in the field within 2-5 days of the discovery of an opportunity. Providing such a niche product, we have become a resource to prospective customers with the longest historical background in the air structure industry. Donato's lifelong knowledge and experience of the industry combined with an educational background in engineering and responsibilities to the code committee of air structures allows them to facilitate a customer's project forward. The sales team is oriented to being responsive, detailed, and consultive when assisting customers through the city approval and permitting process, project design, project execution, and structure longevity. The ASATI team is focused on providing the highest level of success in projects rather than only making a sale.</p> <p>Additionally, ASATI is partnered with Sollertia, a Canadian Service provider. View 54.1_DOC for the Sollertia cut sheet. Sollertia has assisted in the execution of ASATI Canada projects with success. Sollertia operates as an air structure installer as well as a service provider, giving Canadian sites faster response times in requests for maintenance and assistance.</p>	*
55	Service force.	<p>ASATI's service department is organized with several full-time field personnel. The ASATI approach to service work is such that any employee of the ASATI manufacturing facility has the experience and capabilities to complete any general maintenance and repairs to the structure. This gives ASATI tremendous flexibility in organizing to meet any emergency service requests utilizing internal expert technicians that uphold ASATI standards for air structure design. ASATI's engineering team can also provide replacement components such as mechanical systems or lights as needed for clients. Lastly, we offer a service contract providing an ASATI representative to perform Quarterly Inspections of the air-supported structure and witness the testing of the mechanical equipment by the HVAC service company contracted by the participating entity. The ASATI Supervisor will review the structure and its mechanicals in accordance with The Quarterly Maintenance Checklist and report the results thereof. This includes a physical inspection and procedure for pressurization testing of the primary and backup inflation systems.</p>	*
56	Dealer network or other distribution methods.	We have a global dealership network. All domestic sales are direct from ASATI.	*

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.	<p>When a customer is interested in inquiring with ASATI about a project there are a few routes that they may take.</p> <p>The best way is to fill out the contact form on the ASATI website that provides the ASATI representative with the necessary information to be able to begin addressing the best plan of action for customers as quickly as possible.</p> <p>View the contact form at: <a href="https://www.asati.com/contact-us">https://www.asati.com/contact-us</a>  The customer can also email us any information regarding the project and expects to receive a response. <a href="mailto:info@asati.com">info@asati.com</a>  Or the customer can reach out by calling our office at 914-937-4500</p> <p>ASATI is more than happy to accommodate any form of contact that a customer is willing to take. ASATI will offer free consultations on air structures and industry standards. An ASATI representative can assist in answering all the customer's questions to the best of their ability. ASATI representative will assist in developing the best custom plan of action for each customer. ASATI representatives can also provide prospective customers with a proposal for products and services requested in a reasonable timeframe. From the point that the ASATI representative provides the customer with the proposal, a basic plan of action looks similar to the step-by-step listed below.</p> <ol style="list-style-type: none"> <li>(1) Project Team Selection– Architects, GC, ASATI Owner</li> <li>(2) Prepare for site plan approval</li> <li>(3) Each team member does their respective engineering plans to achieve a building permit.</li> <li>(4) Layout construction schedule</li> <li>(5) Manufacture the dome while site construction occurs</li> <li>(6) Install the dome and turnover to the owner</li> </ol>
58	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	ASATI is the original equipment manufacturer, and the distributor serves as a sales and service provider to the Participating Entity.
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.	ASATI has organized administrative procedures to allow for the highest level of customer service. Clients call our main office and will be guided to the department that will best help them with a solution. The representative of that department will determine the best plan of action. ASATI maintains a 24-hour emergency hotline available to all customers. Response to contact attempts are within 24 hours and a plan of action is established within the first 48 hours. To ensure that sub-suppliers withhold their warranties with speedy delivery, ASATI uses the leverage of purchase volume to support customer satisfaction.
60	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	ASATI can cover all areas of the United States.
61	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>ASATI is partnered with a Canadian service group named Sollertia. Sollertia is experienced in the fabric structures industry and has completed ASATI projects in the past. We have successful experience developing air structure products from start to finish with Sollertia and are confident we can offer Canadian Sourcewell Member Agencies this same level of success. (See 54.1_DOC)</p> <p>Additionally, ASATI could complete Canadian projects without the need for a Sollertia service provider, as we have in the past. We are confident in our level to cover all global opportunities. We use our Sollertia service provider as a convenience partner that we extend to our Canadian customers.</p>
62	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes, ASATI will serve nonprofit agencies if awarded the contract.
63	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	ASATI can cover all areas of the United States and Canada. For 60 years, ASATI has provided its products to clients around the world.
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?	There are no Sourcewell Member sectors that ASATI will not fully serve through the proposed contract. ASATI has a worldwide presence and no other cooperative purchasing contracts limit ASATI's ability to promote another contract.
65	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ASATI would not apply any requirements or restrictions to participating entities in Hawaii and Alaska and in US Territories. The costs associated with the mobilization of ASATI personnel for services and installations are reflective of the specific costs and market factors of each job site. Including costs such as travel, lodging, food, labor, and equipment rentals.

**Table 12: Marketing Plan**

Line Item	Question	Response *
66	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>ASATI is recognized as the highest quality air-supported structures manufacturer in the world. Our relationship with Sourcewell will allow participating entities from the government and educational sectors to make the right choices when developing a multi-million-dollar project and not just account for the lowest cost. The success rates of our structures outmatch our competition because the ASATI company is led by the creators and innovators of air-supported building design. ASATI's goal is for government and educational entities to have the ability to prioritize structural integrity and make the best decision for their projects. This will allow Sourcewell participating entities generations of success.</p> <p>When the bidding process results in extensive time and expense, institutions will avoid endeavors that do not allow them to make the desirable decision for their communities and projects. We believe that by being affiliated with Sourcewell procurement more educational and government entities will seek to build fabric structure buildings. The ability to select the most reliable manufacturer that can provide them with the most long-term value will encourage more air structure projects to take place in this atmosphere of entities.</p> <p>Also, ASATI air structure projects completed around the world require site work. Additional project needs can also be sourced through Sourcewell in one simple procurement portal. With our industry recognition and ability to complete the largest projects in the world, the projects we undertake will likely benefit many other vendors of Sourcewell such as those of construction contracting, construction equipment, other facilities, grounds, agriculture, etc. If awarded a contract ASATI proposes the following steps to promote the affiliation:</p> <p><b>WEBSITE PROMOTION</b></p> <p>If awarded a Sourcewell contract, ASATI plans to implement a Sourcewell landing page on the website. The landing page will have a great deal of information regarding the ASATI/Sourcewell affiliation that can be helpful to many government and educational entities that visit our site during their acquisition stage. ASATI will also include on this page information on becoming a Sourcewell participating entity and provide a link to the appropriate Sourcewell webpage. This strategy will also include providing a call to action with related branding to the ASATI homepage. ASATI will use the provided information and logos by Sourcewell to correctly address the affiliation with proper brand recognition. ASATI will also invest in researching opportunities to further promote the affiliation through SEO and paid search ads. The selection of specific keywords and facilitation of high-quality and optimized ads will allow for an increasing development of affiliation recognition.</p> <p><b>INFORMATIVE AND PROPOSAL MARKETING MATERIALS</b></p> <p>ASATI utilizes various information packets/brochures for prospective customers. ASATI plans to implement a Sourcewell information page that would use information, logos, and branding provided by Sourcewell. Additionally, ASATI will include these items as part of the proposal that is sent to inquiries from the educational and government sectors.</p> <p><b>VIDEO BRANDING</b></p> <p>ASATI executes a photography/video project for all new projects after completion. For all projects that were conducted through Sourcewell, ASATI plans to promote the affiliation that facilitated the project in long and short video content with logos and brand materials provided and authorized by Sourcewell.</p> <p><b>EMAIL MARKETING</b></p> <p>Using the Salesforce CRM platform, ASATI's marketing department has email marketing strategies used to connect with a large group of qualified government and educational entities on a regular basis. ASATI plans to promote the Sourcewell affiliation to the target group of appropriate entities that could benefit from becoming a Sourcewell member and accelerate projects.</p>

67	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>ASATI uses various digital marketing tools, strategies, and data to execute an effective marketing approach. ASATI's direct strategy utilizes practical channels and platforms to promote project successes, innovations, and advancements to nurture the growth of the industry, as a whole. As founders of the industry, ASATI embraces the responsibility to provide all entities with knowledge of our systems and how the implementation can benefit their various projects.</p> <p>Our website is designed to serve as a library of information on our technology and examples of diverse applications. The website is a growing resource for all interested people to learn more about the air structure industry from where it all started to the accomplishments and advancements that are being made daily. All ASATI contact information can be found on the website allowing for ease to connect with the ASATI team. The ASATI website also allows prospective customers the opportunity to submit contact forms and provide the ASATI team with detailed information on their projects, that is automatically uploaded to the ASATI CRM system. Explore our website: <a href="https://www.asati.com/index">https://www.asati.com/index</a></p> <p>To continue to drive traffic to our website ASATI's sales and marketing department consistently researches and develops strategies to further develop search engine optimization. ASATI is in a constant process of improving the quality and quantity of website traffic. Utilizing research and data ASATI enhances webpage keywords to better fit organic search results, revamp with accessibility advancements, and display content upgrades. Collectively enhancing the website to current search standards.</p> <p>Additionally, ASATI invests a considerable amount of its marketing budget in paid ad campaigns. These campaigns are utilized to capture a larger demographic seeking similar structural designs and clear-span space at affordable costs. These marketing approaches allow ASATI to grow brand recognition and web traffic.</p> <p>ASATI also implements various social media marketing strategies that create excitement for our structural design as prospective customers can visualize ASATI project accomplishments. ASATI highly encourages to view remarkable projects on our YouTube channel: <a href="https://www.youtube.com/channel/UCOH37Z5UKWAYVsAAZIMc-EA">https://www.youtube.com/channel/UCOH37Z5UKWAYVsAAZIMc-EA</a></p> <p>Finally, to guarantee that ASATI representatives are responsive and relationship-oriented to all prospective/current clients the sales department utilizes Salesforce CRM system. This makes sure that no customer is ever overlooked. Also allowing ASATI marketing and sales departments to develop email campaigns to keep a strong relationship with the community of existing customers and develop new prospects.</p>
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?	<p>ASATI proposes that Sourcewell will provide the standard level of commitment they typically provide to others that have held a contract related to this RFP in the past. This includes providing ASATI with necessary marketing resources, training, and community exposure that will allow for ASATI to properly address Sourcewell members to our maximum ability.</p> <p>This may include but is not limited to:</p> <ul style="list-style-type: none"> <li>- Providing and authorizing the use of logos, branding and style guides, and templates.</li> <li>- Providing shared lists of Sourcewell members and contact information to enhance and further develop the marketing strategies described in this proposal.</li> <li>- Notifying potential Sourcewell Member projects in the industry of this RFP</li> <li>- Any documents, articles, or informative materials that can be provided to further assist clients.</li> </ul> <p>To integrate Sourcewell-awarded contracts into our sales process we will have a standard UNI for all proposals, contracts, and project files. Furthermore, we will develop a method of labeling clients in our databases as Sourcewell Participating Entities. These methods will allow for the ease of tracking sales and service metrics for Sourcewell. Additionally, ASATI will add the Sourcewell logo to all the above-listed materials for all projects of Sourcewell members.</p> <p>Our affiliation with Sourcewell will also be promoted through our digital and print media which will allow for the acknowledgment of Sourcewell as the preferred purchasing method for educational and government entities.</p>
69	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Due to the various codes and loading requirements, our structures need to be engineered site-specific. Therefore, ASATI's air structures are not available through an e-procurement ordering process.</p> <p>However, we have contact forms available on our website for submitting project details. Responses from our customer service team are timely and offer support throughout the order entry process. This makes it very easy for our customers to get information on our product and receive resources for progression.</p>



**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.	<p>Operation training is a necessary standard required by ASATI during the project sign-off process. ASATI Supervisors complete a full walkthrough and training course with the client's facility managers to be fully prepared to undertake the operations of the new building. This involves walking through all maintenance techniques and checklists with facility personnel including owners, managers, local HVAC technicians, and electricians that will be working on the site. Additionally, the ASATI HVAC supplier will provide the necessary training for the client's selected local HVAC technician to service the unit on a regular basis. If necessary, an ASATI HVAC supplier representative can return to the site for any maintenance at the client's expense. It is highly recommended to utilize a local HVAC technician to the depth of their ability to avoid any aggregates costs for maintenance. (See 33.2_DOC)</p>
71	Describe any technological advances that your proposed products or services offer.	<p>As inventors, pioneers, and innovators of the air-supported structure industry ASATI provides the highest level of technological advances possible for an air-supported structure. Although there are competitors in our industry that attempt to mimic our designs that have entered the public domain, ASATI has distinct differences that allow for a higher level of project confidence, satisfaction, and success. We continue to innovate new developments for our structures that provide clients with ease of use, safety, longevity, aesthetics, and efficiency. We custom design each project to fulfill each customer's needs and expectations while continuing to advance our structures each day. Each of the patented features can be found in 38.3_DOC.</p> <p>ASATI, like all new and recent companies in the industry, first offered structures that relied on the fabric's structural strength. Soon realizing that the structure fabric's high stress caused fabrics and seams to rupture causing many total failures. As ASATI grew the industry into larger clear span structures we introduced Co-axial and Low Bias cable systems and again realized these simple cable systems did not reduce loads low enough on larger wide span structures to prevent failure. As a result, ASATI engineered the Full Bias Cable Net System. This Cable Net System is the only Cable-reinforced system that reduces the fabric loads in all directions to prevent tears from propagating. The bias harness net system is prefabricated to encapsulate the air structure envelope. This harness system uniformly releases fabric tension in all directions, transforming fabric loads directly to the harness. The bias harness net system is constructed of pre-stressed galvanized vinyl-coated steel cable. The cable is bias interlocked to form a complete encapsulating net. Proper distribution of the harness net system is designed to allow the fabric to carry a minimum stress load for the maximum design wind load. The ASATI bias construction cable harness system causes the windward side and leeward side of the air structure to balance between opposite forces. This allows little change in the structure's shape while maintaining stability during maximum wind loads. ASATI competitors continue to utilize the outdated Co-axial and Low Bias cable systems, and few have attempted to mimic our advanced cable design. ASATI is the only air-supported structure manufacturer to have commercialized this system with a resounding success rate.</p> <p>Key Benefits of the Full Bias Cable Net:</p> <ul style="list-style-type: none"> <li>• Will withstand 150 miles per hour winds or</li> <li>• Will support 50lbs of roof snow load</li> <li>• Provides up to 30x safety (Alternative systems only provide 6x)</li> <li>• Prevents tear propagation, in the case of vandalism</li> <li>• Extends the longevity of the fabric skin</li> <li>• Prevents hanging lights from swaying inside the building</li> </ul> <p>The aluminum extrusion anchorage system runs continuously along the entire perimeter of the air structure. This system is often used for seasonal structures because it allows for quick installation and removal of the fabric envelope. This system sits flush with the ground when the structure is down. Our system features a synthetic 2x4 which eliminates rotting that occurs when using pressure-treated wood. Additionally, in correspondence with the anchorage and full bias cable net systems ASATI utilizes pulley anchor points. The pulleys have been an integral part in preventing the snapping of cables due to point load events caused by wind. The pulleys allow the cable to rotate around the sheave wheel reducing the snatching of the anchorage point. This helps to extend the longevity of ASATI air structure systems.</p> <p>ASATI uses several key manufacturing partners for HVAC inflation units. Each partner has in-depth knowledge of air-supported structures and uses heavy-duty components which are required for the application. The quality of the product is much more adept to air-supported structures than the typical off-the-shelf HVAC brands (Trane, Carrier, Goodman) ASATI units are designed with energy efficiency in great consideration. ASATI utilizes low horsepower motors driven by VFDs, automated temperature controls</p>

		<p>technology, and a variety of other features to reduce energy consumption for our clients.</p> <p>ASATI's remote control package allows users to manage their dome through the internet. This allows facility managers the ability to view and change system feature settings such as temperature and pressure. Scheduling temperature controls of the facility can be a very useful feature for increasing the efficiency of the facility on non-operational days. This system will also send a notification to the user if mechanical issues arise. This allows for the quickest response and assessment of immediate problems for the promptest solution to be undertaken. ASATI's remote control panel package includes sensors that will read the wind velocity and snowfall. The sensors will automatically increase the building's pressure to resist the design's maximum wind and snow loads. ASATI will train all necessary personnel on the system when completing the final walkthrough. Additional training sessions can be organized if necessary.</p> <p>The Hang Lite Universal "LED" System is an integrated package of precision-engineered components that consists of a complete light assembly, fixture, LEDs, wiring, and a flexible hanging support system. The 440-watt LED HANGLITE® is the only light specifically designed for use in air structures. These lights need to be built to meet ASATI's NFL and NCAA customers' standards of foot candles and durability. The system provides high-quality indirect light to eliminate any blinding effects associated with direct lighting when players look up. The lights are also made of high-grade aluminum, so they are not affected if hit with a ball.</p> <p>ASATI patented tabbing system provides customers with a 2" double reinforced tab at each seam starting from just above the colored interior border up and over the top of the dome. This system provides limitless potential for hanging lights, banners, netting, or other items from the roof of the dome.</p> <p>ASATI Snow Melt System: See 71.1_DOC For additional information on the above technology: See 10.1_DOC</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.	ASATI has no former certification produced currently. Although our leadership team has made great efforts in modifying our manufacturing facility to minimize environmental impact. Measures such as upgrading lighting to LEDs and adding automated facility temperature and lighting controls for energy conservation. The next step considered is to add solar power to our manufacturing facility. Also, our research and development team is investigating recyclable materials that could be utilized in our product line.	*
73	Discuss your proposed product line in terms of sustainability and recycling.	<p>Firstly, lightweight construction design provides much less environmental impact than conventional building design. The number of materials required for our lightweight design is minimal compared to what is required for a traditional building.</p> <p>ASATI has also applied various sustainability improvements to its design to minimize environmental impact at every level. The use of LED lighting, variable frequency drives, improved thermal insulation values, and the ability to introduce natural light via a skylight to reduce lighting needs all serve to conserve energy through our design.</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>ASATI uses a collection of various materials and methods for energy conservation</p> <p>Lighting: using conservative LED lighting</p> <p>Controls: control system to automatically schedule temperature controls for efficiency.</p> <p>Insulation: Utilizing bubble foil insulation between the 2 layers of fabric to achieve an R-12-rated insulation value.</p> <p>HVAC: VFDs to modulate fan speeds along with direct drive motors.</p> <p>Construction Methods: ASATI has developed methods and components to reduce natural air loss. Saving on heating and inflation costs. Furthermore, ASATI provides a 4-inch space through our tabbing system at every seam to mitigate heat loss in addition to the insulation value of the structure.</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.	Women-Owned Business (WMBE)	*

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?	ASATI is the original designer and manufacturer of the air-structure industry. With 27 patents and 60 years of experience we currently design air structures with the highest level of engineering the industry has to offer. This has established outstanding relationships with suppliers to provide participating entities with the highest quality materials at low costs. 60 years of manufacturing experience offering precise workmanship to ensure the integrity of the structure. The most innovative company in the industry providing customers with the most advanced technological applications for second-to-none design. Also providing the most experienced workforce allowing for incredibly custom designs to fit all client needs and first-class installation/service personnel.	*
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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?	Yes, all ASATI Air Structures will be covered by our standard warranty, and like any building, individual components will be covered by the warranties of the supplier manufacturers.	*
78	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage restrictions that would forego the warranty, so long as the buyer does not improperly operate the facility as instructed during the turnover process i.e., vandalism, over/under pressurization, etc.	*
79	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	ASATI warranties above do not cover the travel food and lodging of ASATI technicians.	*
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?	ASATI has the ability to send technicians to any location in North America, including Hawaii.	*
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?	ASATI provides a warranty on all workmanship. All other warranties are passed through from supplier manufacturers. With ASATI's long-standing relationship and large order volume from these suppliers, a client has never had any issue obtaining a pass-through warranty. Please view the sample warranty packet. (See 81.1_DOC)	*
82	What are your proposed exchange and return programs and policies?	ASATI has no exchange and return programs. Each project is custom designed and built and our payment terms are clearly outlined on every contract.	*
83	Describe any service contract options for the items included in your proposal.	ASATI does provide customers with the opportunity to enter into a service contract. This contract typically outlines that an ASATI Supervisor will perform Quarterly Inspections of the air-supported structure and witness the testing of the mechanical equipment by the HVAC service company contracted by the participating entity. The ASATI Supervisor will review the structure and its mechanicals in accordance with The Quarterly Maintenance Checklist and report the results thereof. This includes a physical inspection and procedure for pressurization testing of the primary and backup inflation systems. Please view the example of the ASATI Service Contract. (See 83.1_DOC)	*

**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.	ASATI designs air-supported structures to the latest versions of the structural code requirements. For the U.S., ASATI currently abides by ASCE 55-16 and the applicable wind and snow load conditions for the geographical area in which the structure will be installed. ASATI provides a 20-year warranty and utilizes cutting-edge manufacturing techniques to ensure structure longevity for their clients.
85	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	ASATI utilizes in-house technicians to perform service work. This ensures that the technician's services are in compliance with ASATI's design standards. Using all in-house technicians allows for any repairs which require factory input or materials/parts to be facilitated fluidly. Additionally, allowing ASATI to guarantee the workmanship of its services for a period of 2 years.
86	Describe the methods or techniques that impact the durability or longevity of your product.	<p>Structural Design Criteria: ASATI utilizes large safety factors to reduce the product's fatigue over its lifespan, providing additional longevity.</p> <p>Use of High-Quality Products: ASATI uses North American or European-made products that have been found to have a superior level of quality compared to products from other areas of the world. The manufacturers we utilize in these countries have a much better track record in upholding the warranty on any issued products.</p> <p>Technology: ASATI's air structure system, as a whole, is designed and built to achieve longevity by optimizing each component to achieve superiority at every detail.</p>
87	Describe your quality control and assurance process.	<p>ASATI completes daily visual and physical quality control checks during the fabrication process of each air supported structure.</p> <p>Each of ASATI sub-suppliers does factory checks which are submitted to ASATI prior to shipping of the sub-components (Mainly HVAC and Generators).</p> <p>Once the ASATI air structure is inflated, ASATI conducts a turnover testing procedure to ensure the system is operating properly and can successfully operate through all of its various functions.</p>

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

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

Do you have exceptions or modifications to propose?	Acknowledgement *
<p>The participating entity is responsible for customs, sales &amp; use tax if applicable.</p> <p>Installation (labor &amp; equipment), plumbing, electrical, and/or foundation work are not included in product pricing.</p> <p>See 33.1_DOC for an example contract agreement.</p> <p>See 88.1_DOC for an example of a responsibility matrix.</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.



3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - (1)ASATIPricingDocuments.zip - Wednesday July 12, 2023 13:12:58
- [Financial Strength and Stability](#) - (2)ASATIFinancialDocuments.zip - Wednesday July 12, 2023 13:13:11
- [Marketing Plan/Samples](#) - (3)ASATIMarketingDocuments.zip - Wednesday July 12, 2023 13:13:33
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - (5)ASATIWarrantyDocuments.zip - Wednesday July 12, 2023 13:13:49
- [Standard Transaction Document Samples](#) - (6)ASATITransactionDocuments.zip - Wednesday July 12, 2023 13:13:59
- [Requested Exceptions](#) - (7)ASATIExemptionDocuments.zip - Wednesday July 12, 2023 13:14:11
- [Upload Additional Document](#) - (8)ASATIAdditionalDocuments.zip - Wednesday July 12, 2023 13:14:57

## 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. - Donato J. Fraioli, Technical Sales & Project Development , Air Structures American Technologies, Inc.

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<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

**AMENDMENT #1  
TO  
CONTRACT # 071223-ASA**

THIS AMENDMENT is effective upon the date of the last signature below and is by and between **Sourcewell** and **Air Structures American Technologies, Inc.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Fabric Structures with Related Materials and Services to Sourcewell and its Participating Entities, effective August 15, 2023, through August 18, 2027 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

1. Article 2.B. of the Contract is deleted in its entirety and replaced with the following:

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and subject to the specific terms and limitations of the Supplier's standard Warranty, copies of which are annexed hereto as Exhibit "A," 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.

2. Article 6.D. of the Contract, paragraph 3. is amended to add:

3. In the event of the termination of an order in accordance herewith, the Participating Entity will pay the Supplier in full for all work completed by the Supplier through the date of termination.

3. Article 11 of the Contract is deleted in its entirety and replaced with the following:

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, that are the direct and proximate result of any intentional or negligent act or material 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.

4. Article 19.A. of the Contract is deleted in its entirety and replaced with the following:

A. COMPLIANCE WITH 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. Excluded therefrom are any laws or regulations commonly referred to as “bulk regulations” including those that govern the location, size, dimensions, and intended use or occupancy of the Equipment and Products as desired by the Participating Entity.

Except as amended above, the Contract remains in full force and effect.

**Sourcewell**

Signed by:  
  
By: \_\_\_\_\_  
Jeremy Schwartz, Chief Procurement Officer

Date: 8/8/2024 | 11:37 AM CDT

**Air Structures American Technologies, Inc.**

DocuSigned by:  
  
By: \_\_\_\_\_  
Donato Fraioli

Title: Technical Sales and Product Development

Date: 8/8/2024 | 7:06 AM PDT