

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Hawkeye Steel Products, Inc., 609 Main Street, P.O. Box 2000, Houghton, IA 52631 (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

Hawkeye Steel Products, Inc.

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

DocuSigned by:  
*Jay Bowlin*  
BF0FFE2C8182424...  
By: \_\_\_\_\_  
Jay Bowlin  
Title: Vice President  
8/15/2023 | 10:46 AM CDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
48BAF71B0894454...  
By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO  
8/15/2023 | 1:32 PM CDT  
Date: \_\_\_\_\_

# RFP 071223 - Fabric Structures with Related Materials and Services

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## Vendor Details

Company Name: Hawkeye Steel Products, Inc

Does your company conduct business under any other name? If yes, please state: Span-Tech Fabric Building Systems, Brower Equipment, Pride of the Farm

Address: 609 Main St  
PO Box 2000  
Houghton, IA 52631

Contact: Jay Bowlin

Email: jbowlin@hawkeyesteel.com

Phone: 800-553-1791 119

Fax: 319-469-4402

HST#: 098021207

## Submission Details

Created On: Friday May 19, 2023 08:59:17

Submitted On: Wednesday July 12, 2023 15:19:31

Submitted By: Jay Bowlin

Email: jbowlin@hawkeyesteel.com

Transaction #: 8817855b-6a9e-4eb0-889b-853c04b33b44

Submitter's IP Address: 71.7.35.126

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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")	Hawkeye Steel Products Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Span-Tech Fabric Buildings
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Hawkeye Steel Products Inc. Span-Tech Fabric Buildings Brower Equipment Pride of the Farm
4	Provide your CAGE code or Unique Entity Identifier (SAM):	NA
5	Proposer Physical Address:	609 Main Street Houghton, IA 52631
6	Proposer website address (or addresses):	<a href="https://www.span-techbuildings.com/">https://www.span-techbuildings.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):	Jay Bowlin Vice President 609 Main Street PO Box 2000 Houghton, IA 52631 jbowlin@hawkeyesteel.com 800-553-1791
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jay Bowlin Vice President 609 Main Street PO Box 2000 Houghton, IA 52631 jbowlin@hawkeyesteel.com 800-553-1791
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Reed Wenstrand Project Manager 609 Main Street PO Box 2000 Houghton, IA 52631 800-553-1791 rwenstrand@hawkeyesteel.com

**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.	Span-Tech offers 9 standard building lines, profile widths ranging from 20' – 194' The I-beam series and widths greater than the 194' are available as design build projects. In addition, fully customized designed are available for those one-of-a-kind projects. Each profile is optimized with a different geometry to provide economical solutions for almost any project requirement.  Building Profile Overview:  Single Truss Widths available 24', 30', 35'.  Single Truss Buildings are quick-to-install, provide clear-span interiors and can be

used for a variety of uses.

These are our most cost-effective building solutions designed for quick installation and can generally be installed in less time than a conventional building.

Single Truss Leg  
Widths available 20', 25', 30'.

The single truss leg system is designed with a taller profile which easily mounts to a ground level foundation or wall.

This is an ideal profile to store smaller equipment, boats, RV's, travel trailers, lawn equipment, etc.--- Or for any application where more height is needed.

Standard Profile  
Widths available 32', 36', 40', 42', 45', 50', 60', 72', 80', 90', 100', 110', 120', 132'.

Our standard profile is the oldest produced line and still most popular

Applications include livestock buildings, agricultural equipment storage buildings, commercial warehouses, and storage buildings for industrial users. These building models are designed for both wall mount and ground mount applications.

Low Slope (LS)  
Widths available 38', 42', 50', 68', 78' 98'.

Our Low Slope profile is designed with a lower overall height and generally used in conjunction with a taller foundation.

These buildings are popular with tall post foundations, such as for cattle feeding. Also these buildings are used for tall concrete foundations or stacked shipping containers

Gable Profile (GA)  
Widths available 52', 62', 72', 82', 92', 102', 112', 122', 132', 142', 152', 162'.

The Gable profile has been called our most aesthetically pleasing fabric building design. It is used in a wide variety of applications from salt and sand storage, flat grain storage, manufacturing facilities, warehousing, dairy barns and equine riding arenas and more.

This profile offers maximum building height and clearance and has almost unlimited applications.

LA Profile (LA)  
Widths available 44', 54', 64', 74', 84', 94', 104', 114', 124', 134, 144', 154', 164'.

The LA profile has been designed for efficiency and height. This new profile offers similar heights to the Leg and Gable series of building at an excellent value.

Designed to be either wall or ground mounted. This building has almost unlimited applications.

Building Profile Overview:

Single Truss  
Widths available 24', 30', 35'.

Single Truss Buildings are quick-to-install, provide clear-span interiors and can be used for a variety of uses.

These are our most cost-effective building solutions designed for quick installation and can generally be installed in less time than a conventional building.

Single Truss Leg  
Widths available 20', 25', 30'.

The single truss leg system is designed with a taller profile which easily mounts to a ground level foundation or wall.

This is an ideal profile to store smaller equipment, boats, RV's, travel trailers, lawn equipment, etc.--- Or for any application where more height is needed.

Standard Profile  
Widths available 32', 36', 40', 42', 45', 50', 60', 72', 80', 90', 100', 110', 120', 132'.

		<p>Our standard profile is the oldest produced line and still most popular</p> <p>Applications include livestock buildings, agricultural equipment storage buildings, commercial warehouses, and storage buildings for industrial users. These building models are designed for both wall mount and ground mount applications.</p> <p>Low Slope Widths available 38', 42', 50', 68', 78' 98'.</p> <p>Our Low Slope profile is designed with a lower overall height and generally used in conjunction with a taller foundation.</p> <p>These buildings are popular with tall post foundations, such as for cattle feeding. Also these buildings are used for tall concrete foundations or stacked shipping containers</p> <p>5' Leg Profile Widths available 39', 54', 69', 79', 99'.</p> <p>A 5' tall leg is built into this profile offering greater height and clearance at the side of the building, allowing for more useable space for machinery or equipment.</p> <p>Additional height can be added by mounting the building to a foundation.</p> <p>10' Leg Profile Widths available 40', 55', 70', 80', 100'.</p> <p>A 10' tall leg is built into this profile offering the greatest height and clearance at the side of the building. This allows for maximum usable space for machinery or equipment.</p> <p>Additional height can be added by mounting the building to a foundation.</p> <p>Gable Profile Widths available 52', 62', 72', 82', 92', 102', 112', 122', 132', 142', 152', 162'.</p> <p>The Gable profile has been called our most aesthetically pleasing fabric building design. It is used in a wide variety of applications from salt and sand storage, flat grain storage, manufacturing facilities, warehousing, dairy barns and equine riding arenas and more.</p> <p>This profile offers maximum building height and clearance and has almost unlimited applications.</p> <p>LA Profile Widths available 44', 54', 64', 74', 84', 94', 104', 114', 124', 134, 144', 154', 164'.</p> <p>The LA profile has been designed for efficiency and height. This new profile offers similar heights to the Leg and Gable series of building at an excellent value.</p> <p>Designed to be either wall or ground mounted. This building has almost unlimited applications.</p>	
11	What levels of service (material only, turnkey, other) are being proposed?	Span-Tech can offer materials only quote or turnkey solutions. Span-Tech Buildings relies on it's extensive dealer network of over 200 individual building accounts for installation and foundation services. Turnkey services are available in areas serviced by our dealer network.	*
12	Does the response include installation services?	Installation services are likely available for most projects. Pricing for installation is not included in this response as there are too many variables that must be accounted for when determining pricing for installation. Just as labor rates change as determined by local prevailing wage, equipment rental rates and availability also come into play per location.	*
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	NA	
14	How does the Participating Entity select an installer?	Installers will be selected based on, experience completing projects of similar type and size, availability to service the project in the timeframe needed, and willingness to service the area where the project is located.	
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	Like previously stated we will coordinate within our existing dealer network to identify and work with the installers that meet the local requirements for the project and site location.	*

16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	Yes, please see additional documents, Attachment 1	*
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### Table 2B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments	
17	Tension fabric structures	<input checked="" type="radio"/> Yes <input type="radio"/> No	We supply these types of structures	*
18	Rigid framed fabric structures	<input checked="" type="radio"/> Yes <input type="radio"/> No	We supply these types of structures	*
19	Membrane structures	<input checked="" type="radio"/> Yes <input type="radio"/> No	We supply these types of structures	*
20	Air-supported structures	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not supply these types of structures	*

### Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
21	d. other than what the Proposer typically offers (please describe).	Span-Tech usually sells through dealers and does not typically sell directly 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 Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Percent off MSRP	*
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?	Pricing for installation is not included in this response as there are too many variables that must be accounted for when determining pricing for installation. Just as labor rates change as determined by local prevailing wage, equipment rental rates and availability and other project specific details come into play per location.	
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.	15% off MSRP	*
25	Describe any quantity or volume discounts or rebate programs that you offer.	Span-Tech offers a volume discount. Our building pricing is structured to reflect this discount, where the cost per square foot decreases as the length of the building increases. It's important to note that these discounts are already incorporated into our standard pricing and do not require any additional programs or considerations.	*

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.	Quoted on a per project bases	*
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.	<p>In addition to the pricing submitted with our response, there are several elements of the total cost of acquisition that are not included. These costs encompass various services and requirements related to the purchase, beyond direct freight or shipping charges. The following items should be considered:</p> <p>Engineering Review and Seal: Depending on the project's complexity, an engineering review and seal may be required for compliance and structural integrity. This cost would be incurred for engaging a licensed engineer to review and certify the design, ensuring it meets all relevant standards and regulations.</p> <p>Barry Amendment Compliance: If the acquisition falls under the Barry Amendment, additional costs may be incurred to ensure compliance with the Buy American Act. This involves verifying the origin and sourcing of materials to meet the requirements of the procurement contract.</p> <p>IBC 1704.3 Special Inspections: Certain jurisdictions may require special inspections during the construction process to verify compliance with the International Building Code (IBC) Section 1704.3. These inspections ensure that the fabric building is built according to approved plans and specifications, and the associated costs may be incurred.</p> <p>Geotechnical Surveys: Prior to installation, a geotechnical survey may be necessary to assess the soil conditions at the site. This survey helps determine the appropriate foundation design and may involve engaging a third-party geotechnical engineer to conduct the survey.</p> <p>Foundation Design Services: Foundation design services will be needed to ensure the structural stability and integrity of the fabric building. These services involve engaging a structural engineer or consultant to design the appropriate foundation system.</p> <p>Anchor Bolt Review: An anchor bolt review may be necessary to verify the adequacy of the anchorage system for the fabric building. This review ensures that the anchor bolts are correctly sized, placed, and installed as per engineering specifications.</p> <p>Overseas Containerization: If the fabric building components are shipping overseas, additional costs associated with containerization, shipping, and customs clearance may apply. These costs may vary depending on the distance, logistics, and any applicable tariffs or import duties.</p> <p>It is important to note that these costs and requirements may vary depending on the specific project and jurisdiction. As the Proposer, we can help facilitate relationships with qualified engineering firms, inspectors, and logistics providers to address these additional costs. We can provide detailed pricing and engage the necessary parties to fulfill these requirements in accordance with the project specifications and contractual obligations that will need to be quoted per project.</p>	*
28	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All freight FOB Houghton, IA. A freight quotation tool is available within our sales tool, Span-Tech Insight. It will automatically calculate the number of trucks and cost of the load for most areas	*
29	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	This option does come with an additional handling fee. Buildings projects delivering offshore will need to be quoted per project using a freight forwarding service.	*
30	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Span-Tech has developed a rack system that allows for building sections to load and nest into a shipping container. Allowing for easy containerization and overseas shipping.	*



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

Line Item	Question	Response *
31	Describe your payment terms and accepted payment methods.	25% down-payment, progress payments may be required depending on size of project with final payment 30 days after final shipment of materials. Span-Tech preferred forms of payment are check, electronic ACH or EFT or wire.
32	Describe any leasing or financing options available for use by educational or governmental entities.	Span-Tech works with third parties that have financing options available by educational or governmental entities. .  Please see additional documents, attachment 2
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.	Yes, please see additional document, attachment 1
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?	No

**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>To enhance our operations and streamline communication, we have internally developed ERP (Enterprise Resource Planning) and CRM (Customer Relationship Management) tool called Span-Tech Insight. This comprehensive tool serves as a platform for quoting, communication, order entry, and tracking. Included within the software is the ability to quote building materials and freight. With Span-Tech Insight, our dealers can efficiently generate accurate quotes, communicate seamlessly with our team, and track the progress of orders.</p> <p>Through Span-Tech Insight, dealers have access to up-to-date product information, pricing details, and technical specifications. This enables them to provide accurate and timely information to customers during the quoting process. The tool also facilitates effective collaboration between our sales and service force and the dealers, ensuring smooth communication and coordination throughout the project lifecycle.</p> <p>Due to the fact that our software is developed in-house, we have the flexibility to easily customize our system to track specific metrics as mandated by the Sourcewell contract. This allows us to meet the unique reporting requirements efficiently through automated processes.</p>

<p>36</p>	<p>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>	<p>Schedule Adherence: Tracking the project timeline and comparing it to the planned schedule. This metric measures the ability to meet project milestones and complete tasks within the allocated timeframes.</p> <p>Flow Time at Work Center: This metric measures the time it takes for a product or service to flow through each work center or department involved in the contract. It helps identify bottlenecks or delays in the process, allowing for adjustments to optimize workflow and improve delivery time.</p> <p>Budget Management: Monitoring the project's financial performance against the allocated budget. This includes tracking costs, expenses, and variances to ensure that the project stays within the agreed-upon budgetary limits.</p> <p>Quality Control: Evaluating the quality of workmanship and materials used in the construction project. This metric involves monitoring adherence to industry quality standards, conducting inspections, and addressing any deficiencies or deviations.</p> <p>Safety Performance: Assessing the project's safety record and compliance with safety regulations and best practices. Tracking metrics such as incident rates, near misses, and safety training completion can indicate the effectiveness of safety measures in place.</p> <p>Customer Satisfaction: Measuring the satisfaction levels of the client or stakeholders involved in the project. This can be done through surveys, feedback mechanisms, or regular communication to assess their perception of the project's progress, communication, and overall satisfaction.</p> <p>Change Order Management: Tracking the number and impact of change orders throughout the project. This metric evaluates the ability to effectively manage changes, including assessing their impact on schedule, budget, and overall project success.</p> <p>Rework Rate: Monitoring the frequency and extent of rework required in the project. This metric measures the effectiveness of planning, coordination, and execution, as higher rework rates can indicate inefficiencies or quality issues.</p> <p>Subcontractor Performance: Assessing the performance of subcontractors involved in the project. Tracking metrics such as timeliness, adherence to specifications, and overall satisfaction can help evaluate their contribution to the project's success.</p> <p>Productivity and Efficiency: Monitoring the project's productivity levels and resource utilization. This includes tracking metrics such as labor productivity, equipment uptime, and material waste to assess the efficiency of operations.</p> <p>Completion and Handover: Evaluating the successful completion of the project within the defined scope and delivering the final product or facility to the client. This metric assesses the ability to meet project objectives and specifications.</p>	<p>*</p>
<p>37</p>	<p>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>	<p>3.5%</p>	<p>*</p>

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

Line Item	Question	Response *
38	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Hawkeye Steel Products, Inc is a manufacturer with three brand names, all with deep roots in American agriculture. Martin Lorenzen, a German foundryman, originated Pride of the Farm® in 1920 in Marshalltown, IA and then moved to Waterloo, IA in 1923. Brower® was founded by William Brower, in Quincy, IL in 1923. Pride of the Farm® and Brower® consolidated their manufacturing in Houghton, IA in 1985. In 1993, Span-Tech® fabric buildings were developed internally by Hawkeye Steel Inc.</p> <p>Pride of the Farm® feeds and waters hundreds of thousands of animals in the USA, Canada and Europe. Pride of the Farm® manufactures heated drinkers and energy free animal drinkers, hopper bottom feed tanks and confinement swine equipment. Customers include the very largest cattle feeding and hog production operators.</p> <p>Brower® manufactures animal feeding and watering equipment with emphasis in the poultry market. Brower® also sells a unique line of equipment for small plant poultry processing. Brower® exports its equipment every year to Canada, Mexico, Central and South America, the Caribbean Islands, Asia and Africa.</p> <p>Span-Tech® fabric buildings are popular for storage of equipment, grain and hay and other materials, for equine riding arenas and for animal production including cattle feeding. Span-Tech® buildings are also popular for storage of corrosive materials such as fertilizer, salt, chemicals and composting animal wastes and mortalities. Open span widths up to 200 feet and more than 250 models are manufactured. Span-Tech® was internally developed at Hawkeye Steel Products in 1993 and is one of the original USA based manufactures for fabric buildings in the industry.</p> <p>Customer Satisfaction: Continuously improve our product design. Listen and offer solutions that customers need. Value every relationship as an opportunity to grow our business. Provide excellent one to one customer service as our differentiator. Our factory people actually talk to you as required.</p> <p>Employee Engagement: Select and lead the best team members. Provide focused support and training.</p> <p>Live our Values: Integrity. Accountability. Encourage humor and a great work environment.</p> <p>Financial Results: Grow by supporting our vision and delivering results. Invest in the future of the business. Maintain profitability so we can achieve our goals and meet employee expectations.</p> <p>We manufacture innovative equipment and buildings. Our products find their way into very substantial enterprises. Our products are sold to the largest cow-calf producers, the largest commercial feed yards and some of the largest swine operations. Our buildings are sold to some of the largest egg producers. Our buildings are also popular with road districts across the USA for corrosive storage. We likewise sell many products to hobbyists and increasingly our products are used by those of you serious about locally grown food.</p>

39	What are your company's expectations in the event of an award?	<p>In the event of receiving an awarded contract with Sourcewell Procurement, we have clear expectations and commitments that we aim to fulfill:</p> <p>Timely Communication: We understand the importance of effective communication in ensuring the success of any project. Our team will promptly respond to all inquiries, concerns, and requests, providing you with the information you need in a timely manner.</p> <p>Superior Quality and Reliability: Span-Tech Buildings is dedicated to delivering products of exceptional quality that meet or exceed industry standards. We will ensure that our fabric structures are durable, weather-resistant, and built to last, providing reliable and long-lasting solutions for your projects.</p> <p>Customized Solutions: We recognize that each project is unique and may have specific requirements. We are committed to offering flexible and customizable solutions that align with your needs. Our team will work closely with you to understand your project specifications and deliver tailored fabric structures that meet your exact requirements.</p> <p>Timely Delivery: We understand the importance of meeting project deadlines. Once the contract is awarded, we will diligently plan and manage the production and delivery process to ensure that the fabric structures are delivered within the agreed-upon timeframe.</p> <p>Exceptional Customer Service: At Span-Tech Buildings, we believe in building strong and lasting relationships with our customers. Our team is dedicated to providing exceptional customer service throughout the entire project lifecycle. We will be available to address any concerns, provide guidance, and offer support to ensure a smooth and satisfactory experience.</p> <p>Technical Resources: Our powerful Software Suite, Span-Tech Insight, offers a wealth of valuable information and tools that empower our customers throughout the entire project lifecycle.</p> <p>With Span-Tech Insight, accessing essential technical information has never been easier. Our software suite offers a vast repository of resources, including preliminary drawings, detailed reaction data, accurate lead times, and a wide range of other relevant building information. These resources are seamlessly integrated into our user-friendly interface, ensuring easy access and efficient retrieval of critical data.</p> <p>By awarding us the contract, you can expect Span-Tech Buildings to fulfill these expectations with utmost professionalism, integrity, and dedication.</p>	*
40	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>There are 5 pages of letters from our vendors and from our bank demonstrating strong credit relationships.</p> <p>Then, there are 5 pages of a credit report from a reporting agency, CreditSafe. Their report shows a suggested open line of credit of \$ 240,000.00, a positive payment trend and the lowest category of risk(category A-very low risk).</p> <p>We have also included an article celebrating 100 years in business, showing our stability.</p> <p>Finally, there is Hawkeye Steel's income tax return for 2022. The second page is the income statement and the fifth page is the balance sheet.</p>	*
41	What is your US market share for the solutions that you are proposing?	Based on 2022 sales, our US market share is estimated at 10% -15% in the fabric building industry	*
42	What is your Canadian market share for the solutions that you are proposing?	Based on 2022 sales we estimate that we did less than 1% of the Canadian market share.	*
43	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

44	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Span-Tech Fabric Buildings is a fabric building manufacturer, offering a wide range of fabric structures. We have a strong and extensive dealer network comprising over 200 authorized dealers operating across various regions. These dealers play a crucial role in expanding our reach and providing localized support to customers.</p> <p>Overall, our dealer network, supported by the Span-Tech and our internally developed suite of software, plays a vital role in extending our market presence and delivering exceptional service to customers. Through effective communication, accurate quoting, and efficient order management, we ensure that our fabric structures are accessible to a wide range of customers while maintaining high standards of quality and customer satisfaction.</p>
45	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Span-Tech Fabric Buildings hold and comply with various licenses and certifications, ensuring adherence to industry standards and regulations.</p> <p>CSA (Canadian Standards Association): We maintain compliance with CSA standards, which encompass a wide range of technical requirements for fabric building construction, safety, and performance. This certification ensures that our fabric buildings meet or exceed the applicable Canadian standards for quality and safety.</p> <p>AISC Compliance for Steel Components: If the fabric building incorporates steel components, compliance with the guidelines provided by the American Institute of Steel Construction (AISC) may be necessary. The costs associated with meeting AISC standards for steel fabrication, welding, and quality control are not typically included in the initial pricing.</p> <p>American Society of Civil Engineers (ASCE) provides guidelines and standards that fabric buildings should adhere to for structural integrity and safety.</p> <p>AWS (American Welding Society): Our organization possess AWS certification, which validates our proficiency in welding processes and quality control. This certification ensures that all welding activities involved in fabric building manufacturing adhere to the highest industry standards, guaranteeing structural integrity and durability.</p> <p>ASTM (American Society for Testing and Materials): We follow ASTM standards, which define specific testing methods and performance criteria for materials, components, and structures used in fabric building manufacturing. By adhering to ASTM standards, we ensure that our fabric buildings are manufactured with materials that meet or exceed the prescribed quality and safety requirements.</p> <p>IBC (International Building Code): Our organization complies with the International Building Code, a comprehensive set of regulations governing the design, construction, and occupancy of buildings. Adhering to the IBC ensures that our fabric buildings meet the structural and safety standards required for the jurisdictions where they will be installed.</p> <p>These licenses and certifications demonstrate our commitment to maintaining the highest industry standards in fabric building manufacturing. They ensure that our products meet or exceed regulatory requirements, providing Sourcewell participating entities with structures that are safe, reliable, and constructed with quality materials and workmanship.</p> <p>Additionally, we thoroughly vet and select third parties and subcontractors who also hold the necessary licenses and certifications relevant to their respective areas of expertise. This ensures that our entire supply chain meets the required standards, further bolstering the overall quality and compliance of our fabric building solutions.</p> <p>We are dedicated to upholding the highest standards of professionalism, safety, and quality in all aspects of our fabric building manufacturing process, and we continuously monitor and update our licenses and certifications to align with evolving industry standards and regulatory changes.</p> <p>Contractor licenses and relevant permits for the project will be obtained and maintained by the dealer in our network meeting specific project requirements.</p>

46	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We have never had a Suspension or Debarment in the history of the company	*
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**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>"Fabric Building Industry Leader of the Year" bestowed by Fabric Building Consults</p> <p>"Outstanding Manufacturing Award": Presented by the Henry County Economic Development Agency, this award celebrates Span-Tech Fabric Buildings' excellence in manufacturing, emphasizing their efficient production processes, high-quality products, and dedication to fostering a skilled workforce. It highlights their contribution to the growth of the manufacturing sector within the county.</p> <p>"Community Partnership Award": Mount Pleasant Chamber Alliance, This award honors Span-Tech Fabric Buildings for their collaborative efforts with local organizations, community groups, and educational institutions. It recognizes their commitment to building strong relationships, supporting community initiatives, and actively participating in programs that benefit the local population.</p> <p>AGRI Marketing 2020 Article Hawkeye Steel Celebrates 100th Year</p> <p>Intents Magazine Article, April 2021</p> <p>Mississippi Valley Publishing, Article from February 2022</p> <p>See additional documents, Attachment 3</p>	*
48	What percentage of your sales are to the governmental sector in the past three years	<p>32% 2020</p> <p>35% 2021</p> <p>28% 2022</p>	*
49	What percentage of your sales are to the education sector in the past three years	Less than 1% in the last three years	*
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?	Kentucky Transportation Cabinet, \$750,000.00	*
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?	NA	*

**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 *
Ohio Department of Transportation	Government	Ohio - OH	Various, Sand and Salt Buildings	175,000.00	2,000,000.00
Oklahoma Department of Transportaton	Government	Oklahoma - OK	Various, Sand and Salt Buildings	100,000.00	500,000.00
Virginia Department of Transportaion	Government	Virginia - VA	Various, Sand and Salt Buildings	200,000.00	400,000.00
Illinois Department of Transportation	Government	Illinois - IL	Sand and Salt Building	300,000.00	300,000.00
Missouri Department of Transportation	Government	Missouri - MO	Sand and Salt Buildings	100,000.00	500,000.00

**Table 10: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Kentucky Transportation Cabinet	Smith, Christopher T (KYTC-WSC)	502-564-3733
City of Columbus OH	Sara Haupricht	614-645-8290
Wyoming DOT	Tyler Willie	307-389-5687

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

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

Line Item	Question	Response *
54	Sales force.	<p>In summary, Span-Tech Fabric Buildings, headquartered in Houghton, IA, employs 25 full-time employees and operates through a network of over 200 independent dealers across the contiguous United States. Our direct employees play key roles in various sectors, while the dealers act as our sales and service providers. This collaborative approach, along with our global service range, enables us to effectively meet the needs of Sourcwell participating entities across the US and Canada.</p> <p>While we have a global service range, we acknowledge the need for pricing accommodations in certain site locations due to local factors.</p> <p>The Span-Tech sales force is located in Houghton, IA and comprises six highly skilled full-time employees who possess extensive knowledge and expertise in the fabric building industry. Their deep understanding of our products and the industry allows them to provide valuable insights and guidance to our customers.</p>
55	Service force.	Our service force is comprised of our network of dealers, of over 200 individual dealers across the United States.
56	Dealer network or other distribution methods.	Dealer network

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.	Orders will flow through Span-Tech insight our proprietary software. Projects will come into the sales forces at Span-Tech in Houghton. We will then prepare the project for order, coordinate with the participating entities and our dealer network. Finding the proper account that is both qualified and available in the time frame needed.	*
58	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	Independent Dealers	
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.	<p>At Span-Tech Fabric Buildings, we take customer service seriously and strive to provide a seamless and satisfactory experience for our customers. Our customer service program is designed to address inquiries, concerns, and requests promptly and effectively. Here's a detailed overview of our customer service process and procedure:</p> <p>Communication Channels: We offer multiple channels for customers to reach out to us, including phone, email, and a dedicated customer support portal on our website. This ensures that customers can easily connect with our support team based on their preferred method of communication.</p> <p>Response Time Commitments: We are committed to providing timely responses to customer inquiries. Our goal is to acknowledge customer messages within one business day or less. For urgent matters, we strive to provide immediate assistance whenever possible.</p> <p>Dedicated Customer Support Team: We have a dedicated team of customer support representatives who are trained to handle various types of inquiries and concerns. They possess in-depth knowledge about our products, services, and processes, allowing them to provide accurate and helpful assistance to customers.</p> <p>Quick Issue Resolution: Our customer support team is equipped to handle a wide range of issues, including order status inquiries, product information requests, warranty claims, and technical support. We aim to resolve customer issues promptly and efficiently, minimizing any disruptions to their projects or operations.</p> <p>Escalation Process: In cases where an issue requires further attention or resolution, we have an escalation process in place. This ensures that complex or critical matters are promptly escalated to the appropriate individuals or departments within our organization, enabling swift resolution.</p> <p>Incentives for Service Goals: To motivate and support our providers in meeting our service goals and promises, we have established incentive programs. These programs reward exceptional performance and encourage our dealers to consistently deliver high-quality service to our customers. Incentives may include bonuses, recognition, or preferential treatment for top-performing providers.</p> <p>Continuous Improvement: We believe in continuously improving our customer service program to enhance the overall customer experience. We regularly gather feedback from customers to identify areas for improvement and implement necessary changes. This customer-centric approach helps us refine our processes and ensure that our service meets and exceeds customer expectations.</p> <p>In summary, our customer service program at Span-Tech Fabric Buildings focuses on prompt and effective communication, quick issue resolution, and continuous improvement. We commit to acknowledging customer inquiries within one business day or less and strive to provide timely assistance. Our dedicated customer support team, escalation process, and incentive programs enable us to address customer needs efficiently and ensure their satisfaction throughout their engagement with us.</p>	*
60	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>At Span-Tech Fabric Buildings, we have the ability and willingness to provide our products and services to Sourcewell participating entities across the United States.</p> <p>Product Availability: We can offer materials-only pricing for our fabric buildings globally. This means that regardless of the location of the Sourcewell participating entity within the United States, we can supply the necessary materials required for their fabric building project.</p> <p>Installation Services: While our installation services are available in most areas, we recognize that the United States is a vast country with diverse geographic and logistical considerations. Therefore, the availability of installation services may vary depending on the specific location of the Sourcewell participating entity.</p>	*



61	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Product Availability: We can offer materials-only pricing for our fabric buildings globally. Similarly installation services are available in most areas of Canada and will hold the same considerations when considering the diversity of geography, and project timeline.	*
62	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes	
63	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our goal is to serve customers in all areas, regardless of their location. However, we acknowledge that certain circumstances such as permitting requirements or scheduling constraints may arise, which could potentially impact our ability to provide full service in specific project locations. In such cases, we would work closely with the customers to explore alternative solutions, address any limitations, and find ways to overcome any challenges.	*
64	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NA	*
65	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	NA	*

**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>At Span-Tech Fabric Buildings, our marketing strategy for promoting this contract opportunity involves a multi-faceted approach to effectively reach our target audience. Here's an overview of our marketing strategy:</p> <p>Digital Marketing: We leverage various digital marketing channels to raise awareness about our products and services. This includes targeted online advertising, search engine optimization (SEO), and social media marketing. We create engaging content and share it through our website, blog posts, and social media platforms to educate and inform potential customers about the benefits of our fabric buildings.</p> <p>Industry Events and Trade Shows: We actively participate in relevant industry events and trade shows to showcase our products and engage with potential customers. These events provide us with the opportunity to network, build relationships, and demonstrate the quality and versatility of our fabric buildings. We also distribute marketing materials such as brochures and product catalogs during these events.</p> <p>Direct Mail and Email Campaigns: We utilize direct mail and targeted email campaigns to reach out to prospective clients, including Sourcwell participating entities. These campaigns feature compelling content, project case studies, and promotional offers to generate interest and inquiries about our fabric buildings.</p> <p>Website and Online Presence: Our website serves as a central hub of information for potential customers. We ensure that our website is user-friendly, visually appealing, and provides detailed information about our products, services, and contract opportunities. We optimize our website for search engines to enhance its visibility and accessibility to those seeking fabric building solutions.</p> <p>Collaboration with Dealers: We work closely with our network of independent dealers to align our marketing efforts. By providing them with marketing materials, product information, and training resources, we empower them to promote our fabric buildings effectively within their local markets. This collaborative approach helps expand our reach and establish a strong presence in various regions.</p> <p>In summary, our marketing strategy for promoting this contract opportunity involves a combination of digital marketing, participation in industry events, targeted campaigns, and collaboration with our dealers. By leveraging these strategies, we aim to create awareness, generate interest, and engage potential customers to highlight the benefits and value of our fabric buildings.</p>	*

<p>67</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>At Span-Tech Fabric Buildings, we recognize the importance of utilizing technology and digital data to enhance our marketing effectiveness. We employ various strategies to leverage technology and digital data in our marketing efforts. Here's how we use technology and digital data:</p> <p>Social Media Marketing: We harness the power of social media platforms to connect with our target audience and promote our fabric buildings. Through platforms such as Facebook, and LinkedIn, we engage with potential customers, share informative content, showcase project photos, and respond to inquiries. We leverage social media analytics and insights to refine our marketing strategies and ensure we are reaching the right audience.</p> <p>Website Analytics: We utilize website analytics tools to track visitor behavior, analyze traffic patterns, and gain insights into user preferences. This data helps us optimize our website's user experience, identify popular content, and make data-driven decisions to improve our marketing efforts.</p> <p>Customer Relationship Management (CRM) Systems: We utilize CRM systems to effectively manage customer interactions, track leads, and streamline our marketing and sales processes. These systems allow us to capture and analyze customer data, enabling us to personalize our marketing communications and provide targeted offers based on customer preferences.</p> <p>Email Marketing and Automation: We leverage email marketing platforms to send targeted campaigns and automated follow-up sequences to potential customers. By utilizing digital data such as customer preferences, engagement metrics, and purchase history, we can tailor our email content to be relevant and timely, increasing the effectiveness of our marketing communications.</p> <p>Online Advertising: We utilize digital advertising platforms such as Google Ads and display advertising networks to reach a wider audience. By leveraging demographic targeting, keyword research, and retargeting strategies, we can optimize our online advertising campaigns to reach individuals who are actively searching for fabric building solutions or have shown interest in our products.</p> <p>Data Analysis and Insights: We regularly analyze digital data to gain insights into customer behavior, market trends, and campaign performance. This allows us to make informed decisions, refine our marketing strategies, and allocate resources effectively to maximize our marketing effectiveness.</p> <p>In summary, at Span-Tech Fabric Buildings, we leverage technology and digital data to enhance our marketing effectiveness. Through social media marketing, website analytics, CRM systems, email marketing automation, online advertising, and data analysis, we ensure that our marketing efforts are targeted, personalized, and continuously optimized. By harnessing the power of technology and digital data, we aim to reach and engage our target audience more effectively and drive better results for our marketing initiatives.</p>
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68	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>If awarded we plan to integrate a Sourcewell-awarded contract into our sales process, we have established procedures in place. Here's an overview of how we incorporate a Sourcewell-awarded contract:</p> <p>Notification and Contract Review: Once awarded a contract by Sourcewell, we promptly receive notification of the award and thoroughly review the contract terms, specifications, and requirements. This allows us to align our sales process and capabilities with the specific needs outlined in the contract.</p> <p>Sales Team Alignment: We ensure that our sales team is informed about the awarded contract and its details. This includes providing them with a comprehensive understanding of the project requirements, timelines, pricing structures, and any unique considerations related to the Sourcewell contract.</p> <p>Contract Promotion: We actively promote the Sourcewell-awarded contract within our marketing channels and through our network of independent dealers. This includes showcasing the contract on our website, incorporating it into our promotional materials, and informing our existing and potential customers about the advantages of procuring through Sourcewell.</p> <p>Streamlined Sales Process: We streamline our internal sales processes to accommodate Sourcewell-awarded contracts. This includes dedicating resources to handle inquiries, preparing customized proposals, and ensuring efficient communication and coordination throughout the sales cycle.</p> <p>Compliance and Reporting: We adhere to all compliance requirements stipulated in the Sourcewell contract. This includes providing accurate reporting, documentation, and performance metrics as required. We maintain transparent and open communication with Sourcewell and participating entities to ensure smooth contract execution.</p> <p>By integrating Sourcewell-awarded contracts into our sales process, we ensure that the specific requirements of the contract are addressed and that participating entities benefit from the advantages and ease of procurement through Sourcewell. Our goal is to provide exceptional service, prompt response times, and deliver on the commitments outlined in the awarded contract.</p> <p>Overall, we recognize and appreciate Sourcewell's role in promoting contracts, and we are committed to working collaboratively with them to effectively integrate awarded contracts into our sales process, ensuring seamless communication, and delivering high-quality fabric building solutions to Sourcewell participating entities.</p>	*
69	<p>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>	<p>NA</p>	*

**Table 13: Value-Added Attributes**

Line Item	Question	Response *	
70	<p>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>	<p>We believe that proper maintenance is essential for the optimal performance and durability of our fabric buildings. We provide detailed maintenance and care guidelines free of charge to all entities, empowering them to take proactive measures in preserving the quality and functionality of the fabric buildings.</p>	*

71	Describe any technological advances that your proposed products or services offer.	<p>At Span-Tech Fabric Buildings, we pride ourselves on staying at the forefront of technological advancements in the fabric building industry. Our proposed products and services offer several key technological advances that set us apart from the competition.</p> <p>Advanced Fabric Materials: We utilize cutting-edge fabric materials that offer exceptional durability, strength, and longevity. These advanced fabrics are engineered to withstand harsh weather conditions, resist UV degradation.</p> <p>Innovative Modular Design: Our fabric buildings are designed with a modular concept, incorporating advanced engineering principles and state-of-the-art manufacturing techniques. This approach allows for rapid installation and customization, enabling us to meet the unique needs of each project efficiently. Additionally, the modular design ensures flexibility and scalability, allowing for easy expansion or relocation in the future.</p> <p>Sustainable Solutions: Span-Tech is committed to sustainability, and our technological advances reflect this dedication. We offer eco-friendly fabric materials that are recyclable and have a reduced carbon footprint.</p> <p>Digital Integration and Connectivity: Our powerful Software Suite, Span-Tech Insight, offers a wealth of valuable information and tools that empower our customers throughout the entire project lifecycle.</p> <p>With Span-Tech Insight, accessing essential technical information has never been easier. Our software suite offers a vast repository of resources, including preliminary drawings, detailed reaction data, accurate lead times, and a wide range of other relevant building information. These resources are seamlessly integrated into our user-friendly interface, ensuring easy access and efficient retrieval of critical data.</p> <p>In conclusion, our proposed products and services embody several technological advances that empower our customers with superior quality, versatility, energy efficiency, sustainability, and connectivity. We continuously invest in research and development to ensure we remain at the forefront of technological innovation, providing our clients with the most advanced fabric building solutions available in the market.</p>
72	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) values that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Environmental Compliance: We comply with all applicable environmental regulations and strive to exceed industry standards in environmental stewardship. While there is no specific certifying agency for environmental compliance, our commitment to following environmental regulations and best practices is ingrained in our corporate culture.</p> <p>Social Responsibility: We prioritize social responsibility by maintaining safe working conditions for our employees and fostering a diverse and inclusive workplace. We adhere to labor laws and ethical business practices, ensuring fair treatment of employees and suppliers.</p> <p>While specific certifications may not be available for every aspect of our ESG values, we are committed to continuous improvement and maintaining alignment with recognized industry standards. Our overarching goal is to provide sustainable and environmentally conscious fabric building solutions that benefit both our customers and the planet.</p>
73	Discuss your proposed product line in terms of sustainability and recycling.	<p>At Span-Tech Fabric Buildings, we are dedicated to minimizing waste and promoting recycling practices. We have implemented comprehensive recycling programs for all office and production materials. Our commitment to recycling extends to various materials used in our manufacturing processes, such as paper, cardboard, plastics, and metals.</p> <p>Within our office facilities, we have established designated recycling stations to segregate different types of recyclable materials. This encourages employees to actively participate in our recycling initiatives. We provide education and training to our staff to raise awareness about the importance of recycling and to ensure proper sorting of recyclable materials.</p> <p>In our production facilities, we have implemented waste management systems to collect and separate materials for recycling. This includes the proper disposal and recycling of scrap metal, excess fabric, packaging materials, and other production waste. By recycling these materials, we reduce our environmental footprint and contribute to a circular economy.</p> <p>Sustainable Materials: We are committed to using sustainable materials in the construction of our fabric buildings. This includes sourcing materials from suppliers who adhere to responsible sourcing practices and prioritize environmentally friendly production processes.</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.	NA
75	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Span-Tech is a veteran owned, business.</p> <p>Additionally, we actively collaborate with a diverse network of dealers who possess these certifications. We prioritize fostering relationships with certified businesses and promoting inclusivity within our network.</p> <p>Through our extensive dealer network, we engage with various WMBE, SBE, and veteran-owned businesses across different regions. These partnerships allow us to support and promote diversity in the construction industry and contribute to the economic growth of underrepresented groups.</p> <p>We can assure you that our commitment to working with certified businesses is reflected in our dealer selection process. We seek out qualified dealers who align with our values and demonstrate a commitment to diversity, inclusivity, and providing high-quality services to our customers.</p>

76	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>At Span-Tech Fabric Buildings, we take pride in offering unique attributes that make our company, products, and services stand out for Sourcewell participating entities. Our proposed solutions bring several distinctive qualities to the fabric building industry, catering specifically to the needs of Sourcewell participating entities. Here are the key elements that set us apart:</p> <p><b>Customization and Flexibility with Expert Engineering Support:</b> We understand that Sourcewell participating entities may have unique and complex building requirements. At Span-Tech, we have a team of professional engineers who are experienced and equipped to handle even the most customized building projects. Our engineers work closely with entities to review their specific needs and challenges, offering expert guidance and solutions throughout the design and construction process. Whether it's accommodating special architectural features, incorporating specific functionality, or addressing site-specific constraints, our engineering team ensures that the fabric building solution meets the entity's exact specifications while adhering to industry standards and regulations. With their expertise and dedication, we can confidently tackle any customization challenge, providing Sourcewell participating entities with tailored and fully optimized structures that precisely meet their requirements.</p> <p><b>Rapid Deployment and Efficiency:</b> Time is of the essence for Sourcewell participating entities. Our fabric buildings feature a modular design that facilitates swift deployment and efficient construction. By leveraging advanced engineering and manufacturing techniques, we streamline the installation process, ensuring minimal disruption to daily operations. This efficiency saves time and resources, allowing entities to quickly utilize their new structures for various applications.</p> <p><b>Durability and Longevity:</b> We prioritize durability and longevity in our fabric building solutions. Our advanced fabric materials and robust structural components are engineered to withstand extreme weather conditions, heavy loads, and frequent usage. This ensures that Sourcewell participating entities can rely on our structures for long-term operations, even in challenging environments.</p> <p><b>Cost-Effectiveness and Value:</b> We recognize the importance of cost-effectiveness for Sourcewell participating entities. Our fabric buildings offer an excellent balance between affordability and quality. By utilizing efficient manufacturing processes and sourcing materials intelligently, we deliver high-value solutions that meet budgetary constraints without compromising on performance or longevity. Our goal is to provide entities with a long-term investment that maximizes their return on investment.</p> <p><b>Exceptional Customer Support and Extensive Dealer Network:</b> At Span-Tech, we understand the importance of local support and accessibility for Sourcewell participating entities. With one of the largest dealer networks in the industry, we have strategically established partnerships with reputable dealers across a wide geographical area. This extensive network ensures that we can provide comprehensive services and support to entities within the contract area. Our dealers are trained and knowledgeable, equipped to handle various aspects of the project, including site evaluation, installation, maintenance, and ongoing assistance. This expansive dealer network enhances our ability to deliver prompt, localized support and a seamless customer experience, ensuring that Sourcewell participating entities receive the utmost attention and satisfaction throughout the project lifecycle.</p> <p>In summary, Span-Tech Fabric Buildings offers unique attributes that address the specific needs of Sourcewell participating entities. Our commitment to customization, rapid deployment, durability, cost-effectiveness, and exceptional customer support sets us apart in the fabric building industry. We are confident that our proposed solutions will provide Sourcewell participating entities with reliable, efficient, and tailored fabric structures that meet their unique requirements and deliver long-term value.</p>
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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?	No, please see the attached warranty statement.	*
78	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	See warranty statement	*
79	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No	*
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?	No	*
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?	No	*
82	What are your proposed exchange and return programs and policies?	25% restocking fee on all standard items.	*
83	Describe any service contract options for the items included in your proposal.	NA	*

**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 *	
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84	Describe any performance standards or guarantees that apply to your services.	<p>Our company takes pride in maintaining high performance standards and guarantees for the services we provide. We strive to ensure exceptional quality and customer satisfaction through various measures and commitments. These include:</p> <p>Performance Standards: We have established rigorous performance standards that govern our services. These standards encompass factors such as workmanship, product quality, timeliness, and adherence to project specifications. Our team is trained and held accountable to meet and exceed these standards to deliver outstanding results.</p> <p>Guarantees: We stand behind the quality of our services and offer guarantees to our clients. These guarantees may vary depending on the specific nature of the services provided. They typically cover areas such as warranty against defects in materials or workmanship, ensuring compliance with applicable codes and regulations, and meeting agreed-upon performance criteria.</p> <p>Dealer Vetting Process: We have a thorough vetting process for selecting dealers who represent our company and deliver our services. This process involves evaluating their qualifications, experience, reputation, and adherence to our performance standards. We reserve the right to not work with dealers who do not meet our established standards to ensure consistent quality across all projects.</p> <p>Ongoing Education: We recognize the importance of staying up-to-date with industry advancements and best practices. As part of our commitment to excellence, we conduct annual dealer meetings that include continuing education sessions. These meetings provide an opportunity for dealers to enhance their knowledge, learn about new techniques or technologies, and strengthen their skills, ultimately benefiting our clients by ensuring a high level of expertise in the services provided.</p> <p>By upholding performance standards, offering guarantees, vetting dealers, and providing ongoing education, we aim to deliver exceptional services to our clients. These measures ensure that our services consistently meet or exceed industry benchmarks, providing peace of mind and confidence in the quality of our work.</p>
85	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	<p>Our company takes pride in maintaining high performance standards and guarantees for the services we provide. We strive to ensure exceptional quality and customer satisfaction through various measures and commitments. These include:</p> <p>Performance Standards: We have established rigorous performance standards that govern our services. These standards encompass factors such as workmanship, product quality, timeliness, and adherence to project specifications. Our team is trained and held accountable to meet and exceed these standards to deliver outstanding results.</p> <p>Guarantees: We stand behind the quality of our services and offer guarantees to our clients. These guarantees may vary depending on the specific nature of the services provided. They typically cover areas such as warranty against defects in materials or workmanship, ensuring compliance with applicable codes and regulations, and meeting agreed-upon performance criteria.</p> <p>Dealer Vetting Process: We have a thorough vetting process for selecting dealers who represent our company and deliver our services. This process involves evaluating their qualifications, experience, reputation, and adherence to our performance standards. We reserve the right to not work with dealers who do not meet our established standards to ensure consistent quality across all projects.</p> <p>Ongoing Education: We recognize the importance of staying up-to-date with industry advancements and best practices. As part of our commitment to excellence, we conduct annual dealer meetings that include continuing education sessions. These meetings provide an opportunity for dealers to enhance their knowledge, learn about new techniques or technologies, and strengthen their skills, ultimately benefiting our clients by ensuring a high level of expertise in the services provided.</p> <p>By upholding performance standards, offering guarantees, vetting dealers, and providing ongoing education, we aim to deliver exceptional services to our clients. These measures ensure that our services consistently meet or exceed industry benchmarks, providing peace of mind and confidence in the quality of our work.</p>
86	Describe the methods or techniques that impact the durability or longevity of your product.	<p>Regular maintenance per maintenance doc.</p> <p>See additional documentation, Attachment 1</p>



87	Describe your quality control and assurance process.	<p>In the manufacturing of fabric buildings, quality control and assurance processes play a crucial role in ensuring that the final products meet the required standards and specifications. The following is an overview of a typical quality control and assurance process in the manufacturing of fabric buildings:</p> <p><b>Raw Material Inspection:</b> The process begins with the inspection of incoming raw materials, such as fabric, steel frames, connectors, and other components. Each material is checked for quality, dimensions, strength, and compliance with established standards. Steel certifications are available to ensure material meet required specifications.</p> <p><b>Design Verification:</b> The design of the fabric building is carefully reviewed to ensure it meets all the necessary requirements, including structural integrity, safety regulations, and functional aspects. This verification process may involve using computer-aided design (CAD) software and simulations.</p> <p><b>Prototype Testing:</b> Before mass production, a prototype fabric building is constructed and subjected to rigorous testing. This includes load tests, weather resistance evaluations, durability assessments, and other relevant performance tests. The prototype's results are analyzed to identify any design flaws or potential areas for improvement.</p> <p><b>Production Monitoring:</b> During the manufacturing process, quality control personnel closely monitor each stage to ensure adherence to established procedures and standards. This involves regular inspections, measurements, and checks to verify that the fabric cutting, welding, framing, and assembly processes are carried out correctly.</p> <p><b>In-Process Inspections:</b> At various stages of production, inspections are conducted to verify the quality and accuracy of the work. These inspections may involve visual checks, dimensional measurements, weld quality assessments, and other relevant tests to ensure that the fabric building components meet the required specifications.</p> <p><b>Final Inspection:</b> Once the fabric building is fully assembled, a comprehensive final inspection is conducted. This inspection covers all aspects of the structure, including fabric integrity, frame stability, connection strength, overall dimensions, and compliance with safety and quality standards.</p> <p><b>Performance Testing:</b> Some fabric buildings may undergo additional performance testing, such as wind load testing, fire resistance testing, or water penetration testing. These tests evaluate the structure's ability to withstand external factors and ensure it meets specific industry or regulatory requirements.</p> <p><b>Documentation and Traceability:</b> Throughout the entire quality control and assurance process, detailed documentation is maintained. This includes records of inspections, test results, deviations, corrective actions, and other relevant data. The traceability of materials and components is also ensured through proper labeling and identification.</p> <p><b>Continuous Improvement:</b> The quality control and assurance process is not a one-time activity but a continuous effort to improve manufacturing processes and product quality. Feedback from customers, post-installation inspections, and internal reviews are used to identify areas for improvement and implement corrective actions.</p> <p>By following these quality control and assurance practices, manufacturers of fabric buildings can ensure that their products meet the highest standards of quality, reliability, and safety, providing customers with durable and functional structures.</p>
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### Table 15: Exceptions to Terms, Conditions, or Specifications Form

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

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

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Price List - 07012023v2.pdf - Wednesday July 12, 2023 15:18:51
  - [Financial Strength and Stability](#) - Financial Strength and Stability.pdf - Tuesday July 11, 2023 14:10:09
  - [Marketing Plan/Samples](#) - Marketing Sample.pdf - Friday July 07, 2023 09:07:37
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Sourcewell Warranty.pdf - Tuesday July 11, 2023 13:58:59
  - [Standard Transaction Document Samples](#) - Standard Documents (1).pdf - Wednesday July 12, 2023 14:52:30
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Sourcewell Additional Documents.pdf - Wednesday July 12, 2023 14:55:36

## 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. - Jay Bowlin, Vice President, Hawkeye Steel Products 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