

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Calhoun Super Structures, LTD, 3702 Bruce Road 10, Tara, ON CA N0H 2N0 (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

Calhoun Super Structures, LTD.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
8/14/2023 | 2:20 PM CDT
Date: _____

DocuSigned by:
Jeremy Calhoun
6ADE85E7E73B42E...
By: _____
Jeremy Calhoun
Title: President
8/18/2023 | 6:28 AM PDT
Date: _____

Approved:

DocuSigned by:
Chad Coquette
48BAF71B0894454...
By: _____
Chad Coquette
Title: Executive Director/CEO
8/18/2023 | 9:27 AM CDT
Date: _____

RFP 071223 - Fabric Structures with Related Materials and Services

Vendor Details

Company Name: Calhoun Super Structures, LTD
Address: 3702 Bruce Road 10
Tara, ON N0H 2N0
Contact: Jason St. George
Email: jstgeorge@calhoun.ca
Phone: 612-999-8099
Fax: 519-934-2359
HST#:

Submission Details

Created On: Monday May 29, 2023 09:37:11
Submitted On: Tuesday July 11, 2023 08:04:46
Submitted By: Jason St. George
Email: jstgeorge@calhoun.ca
Transaction #: 392174a7-8b84-4203-bdf0-0443156211b5
Submitter's IP Address: 209.59.248.34

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")	Calhoun Super Structures, LTD
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	There are no subsidiary entities whose equipment, products, or services are included in the Proposal.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	The applicable assumed names or DBA names are referred to as 'Calhoun Super Structure' or 'Calhoun'.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Calhoun Super Structure does not have a CAGE code or Unique Entity Identifier (SAM).
5	Proposer Physical Address:	3702 Bruce Road 10 Tara, ON CA N0H 2N0
6	Proposer website address (or addresses):	www.calhounsuperstructure.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jeremy Calhoun, President 3702 Bruce Road 10, Tara, ON Canada N0H 2N0 jcalhoun@calhoun.ca 519-934-3037
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason St. George, Business Development Manager 7091 Oakridge Court, Shakopee MN 55379 jstgeorge@calhoun.ca 612-999-8099
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Dan Dalzell, Director of Sales & Operations 3702 Bruce Road 10, Tara, ON Canada N0H 2N0 ddalzell@calhoun.ca 519-934-3037 Deanna Hope, Director of Marketing 3702 Bruce Road 10, Tara, ON Canada N0H 2N0 dhope@calhoun.ca 519-934-3037

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

Line Item	Question	Response
10	Provide a detailed description of the products, and services that you are offering in your proposal.	<p>Calhoun Super Structure custom designs, engineers, and manufactures fabric buildings for any industry and application from 16' wide up to 250' wide. We offer six main product series, each with their own standard features and profiles. The attached corresponding graphic illustrates Calhoun's main product series designs and their respective features.</p> <p>In addition to designing, engineering, and manufacturing fabric buildings, Calhoun provides repair and re-cover services. No matter the level of damage, repair, building application, size, or brand, Calhoun offers full-service fabric structure repairs or re-covers and installation through our extensive dealer network. Our repair and re-cover services are not limited to just Calhoun's own products.</p> <p>In addition to repairs and re-covers, Calhoun offers other services that assist with providing a turn-key solution. Calhoun offers fabric building installation, relocation and building extensions, parts, and engineered drawings. We also recommend and work with third-parties to help customers complete the function and look of their fabric building from windows and doors, to insulation and liners, ventilation systems, conveyors, foundations, and more.</p>
11	What levels of service (material only, turnkey, other) are being proposed?	All the above aforementioned levels of service are being proposed. To reiterate, these include, but not limited to: fabric building design and production, installation, repair and re-cover, relocation, building extension, parts, and engineered drawings.
12	Does the response include installation services?	The response includes installation services.
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	See details of installation services in lines #14-16.
14	How does the Participating Entity select an installer?	Through our extensive dealer network, the Participating Entity may select their local contractor of choice or work with one of our certified installers.
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	All Calhoun dealers are certified installers that hold licenses in their designated jurisdiction.
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	Calhoun dealers will provide a standard installation agreement as required by Participating Entities.

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	Calhoun Super Structure prides itself on providing customers with tension fabric structures that reflect our competitive engineering standards.
18	Rigid framed fabric structures	<input type="radio"/> Yes <input checked="" type="radio"/> No	Calhoun's fabric structure specifications use open web trusses with a U-channel webbing. We do not offer rigid framed fabric structures.
19	Membrane structures	<input checked="" type="radio"/> Yes <input type="radio"/> No	Calhoun Super Structure prides itself on providing customers with membrane fabric structures that reflect our competitive engineering standards.
20	Air-supported structures	<input type="radio"/> Yes <input checked="" type="radio"/> No	Calhoun Super Structure prides itself on providing customers with tension fabric membrane structures. We do not offer air-supported structures.

Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
21	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Calhoun Super Structure believes our pricing offered in the proposal is better than typically offered to GPO's, cooperative procurement organizations, and state purchasing departments in the government, education, and not-for-profit market segments.

Table 4: Pricing and Delivery

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

Line Item	Question	Response *
22	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Calhoun Super Structure's pricing model reflects a combination of percentage discounts for building kits and line item pricing for additional building kit options. The nature of purchasing a building for salt, deicing, and other similar equipment may require substantial customization to the unique circumstances of the individual state / county / town, subject to engineering. The attached corresponding documents outline standard building kit pricing. For customizations, Calhoun will work with Sourcewell members on their unique requirements.
23	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	Installation services will be priced through our extensive dealer network according to local labor requirements including prevailing wage.
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.	Calhoun Super Structure will provide Sourcewell members a 10% discount off retail.
25	Describe any quantity or volume discounts or rebate programs that you offer.	Calhoun Super Structure will offer volume discounts to Sourcewell members based on quantity and size of buildings purchased.
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.	If sourced or related services are required by Sourcewell members, Calhoun can refer members to third-parties and support team to ensure compatibility. If Calhoun is required to provide related services or products, we will do so at cost.
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.	Pricing provided is for standard building kits only, FOB Tara, Ontario Canada. Calhoun will utilize our extensive dealer network to ensure proper installation. If Sourcewell members have the capability to install, or would like to work with a local contractor, Calhoun will provide technical assistance. Foundations can vary based on site conditions and member requirements. Calhoun can provide engineered stamped drawings for foundations if desired.
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.	Calhoun will work with our extensive group of carriers to ensure three competitive freight quotes and combine loads shipping to the same area if possible. Any freight charges will be agreed upon by the Sourcewell member before scheduling delivery. Calhoun will coordinate with the Sourcewell member to schedule delivery time and location.
29	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska and Canada will follow the same terms as continental US as previously stated. For Hawaii and offshore delivery, payment must be received in full prior to shipping. Any freight charges will be agreed upon by Sourcewell member before scheduling delivery.
30	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If required, Calhoun Super Structure, along with flat deck carriers, have capabilities to containerize product for rail and vessel delivery.

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *	
31	Describe your payment terms and accepted payment methods.	Net 30 from ship date.	*
32	Describe any leasing or financing options available for use by educational or governmental entities.	Calhoun Super Structure works with third-party financial institutions to offer financing options to customers if required.	*
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.	Calhoun will use our standard Sourcewell order form and quote form in connection with an awarded contract. See attached sample.	*
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?	Calhoun Super Structure accepts Credit Card payments. The fee for this service is 2%.	*

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>All Sourcewell member projects will be handled by Calhoun's Business Development Manager in order to ensure consistency and accuracy for pricing and reporting. All order history and documentation will be stored and readily accessible in our customer order tracking system. Calhoun Super Structure's accounts payable department will work with Calhoun's Business Development Manager to complete the reporting process and remit the proper administrative fee for Sourcewell. All internal reviews will undergo a summary report to identify any anomalies in Sourcewell membership spend, and ensure contract parameters are met.</p> <p>The attached corresponding sample demonstrates our ability to report quarterly sales to Sourcewell.</p>
36	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Upon award of a Sourcewell contract, Calhoun Super Structure will employ the following short-term and long-term key performance indicators to measure contract success:</p> <p>Year over Year Sales in the Government, Educational, and/or Non-Profit Sector - Each transaction will be tracked with a unique Calhoun sales order number that is linked to Sourcewell contract pricing. A detailed quarterly sales report will be generated using individual sales order numbers and associated data including member information, pricing information, and project information.</p> <p>Success Stories – A collection of success stories will be gathered by Calhoun's internal marketing department. Member outreach will be conducted on a case by case basis of Sourcewell member projects whom benefited from Calhoun's Sourcewell contract.</p> <p>Satisfaction and Retention - Employed as a long-term key performance indicator, Net Promotor Scores will be generated annually over the 4-year contract term using Promoter to measure the overall satisfaction of Sourcewell member's with Calhoun Super Structure, and their willingness to recommend Calhoun's products. In combination with Net Promoter Score metrics, the number of repeat transactions from Sourcewell member's will be tracked long-term using historical Sourcewell member sales order details, and annual reports generated.</p> <p>Customer Conversion – Calhoun Super Structure would like to generate frequent reports in collaboration with Sourcewell to understand the number and frequency of converted customers as referred to by Calhoun. This would allow Calhoun to measure its marketing effectiveness and direct sales support while also understanding the success for Sourcewell brought forth by Calhoun's awarded contract.</p>
37	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Calhoun Super Structure will pay Sourcewell an administration fee of 1.5% under this contract.

Table 7: Company Information and Financial Strength

Line Item	Question	Response *
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38	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Founded over 30-years ago, Calhoun Super Structure began as a single idea and has since developed into an award-winning and highly-recognized full-service manufacturing company specializing in fabric structure engineering, production, and project management serving North America and beyond.</p> <p>Our project experience ranges from warehousing and manufacturing facilities to fertilizer and composting operations, salt sheds to salt production facilities, mining sites, and more. Led by President / Owner, Jeremy Calhoun, Calhoun Super Structure is guided by the core values of accountability, collaboration, quality, customer-centricity, and continuous improvement that is displayed in all aspects of our company. Calhoun has a commitment to deliver satisfaction to each and every customer. The relationships that we form with our customers are equally, if not more important, as our building projects. Our customer-centric focus and open collaboration allow for all voices and ideas to be heard and acknowledged at all times throughout the life of a project. From concept through to completion, our customers are given the attention, commitment, and dedication they deserve. We take pride in our work and in the satisfaction of our customers.</p>	*
39	What are your company's expectations in the event of an award?	<p>At Calhoun, we understand the value of cooperative purchasing and the importance of providing solutions to customers. As guided by Calhoun's corporate values, we strive to be operationally excellent through the pride we take in a quality product; we are purpose-driven through our continuous improvement mandate; and we are relationship oriented by the way in which we take accountability and put the customer first. We believe Calhoun's values align closely with Sourcewell's values, and in the event of an award, Calhoun Super Structure's expectation is to join into a mutually beneficial relationship with Sourcewell and its members.</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>See Document Upload Section for corresponding 2022 financial statement and credit reference letter.</p>	*
41	What is your US market share for the solutions that you are proposing?	<p>Market share can be summed up as one large category or broken down into sub-categories. In this case, the overarching category is 'Fabric Structures with Related Materials and Services' whereas Calhoun's defined sub-categories are Fabric Building Kits, Fabric Building Parts, and Fabric Covers based on Calhoun's categories of sales revenue.</p> <p>The attached corresponding graphic illustrates Calhoun's fiscal year 2022 US market share by total fabric building sales, as well as sales percentage by sub-category.</p>	*
42	What is your Canadian market share for the solutions that you are proposing?	<p>The attached corresponding graphic illustrates Calhoun's fiscal year 2022 CDN market share by total fabric building sales, as well as sales percentage by sub-category.</p>	*
43	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>Calhoun Super Structure has never petitioned for bankruptcy protection.</p>	*
44	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Calhoun Super Structure is a manufacturer of fabric buildings and employs a dual customer approach. Primarily, we leverage an extensive dealer network across the United States and Canada whom we foster deep, long-term relationships with to drive sales and retain existing end-customers. Calhoun's network of over 40+ dealers own and operate their own companies from small-to-medium businesses to large enterprises, and are not employed by Calhoun Super Structure. Secondarily is our direct-to-consumer approach whom we sell to, and service, straight from our Canadian head office outside of a pre-existing dealer territory. For all Sourcewell member projects, Calhoun Super Structure's Minnesota-based Business Development Manager will work directly with the Sourcewell member to provide turn-key solutions, leveraging our dealer network for installation and other facets of project management.</p>	*

45	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All Calhoun Super Structure buildings are reviewed and sealed by an independent third-party engineer licensed in the jurisdiction for the building. Licensing requirements for engineers vary by state and province. Calhoun ensures that our engineering partners maintain good standing with the relevant licensing bodies. Calhoun voluntarily undertakes to become American Welding Society (AWS) certified. In Canada, Calhoun is required to be certified by the Canadian Weld Bureau (CWB) to be in compliance with Canadian Standards Association (CSA) W47.1 and CSA W49. Calhoun maintains these certifications and is audited by the CWB quarterly. Calhoun is also required to be certified by CWB-Quasar to be in compliance with CSA A660. Calhoun maintains this certification and is audited by CWB-Quasar annually.	*
46	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Suspension or Disbarment has never applied to Calhoun Super Structure.	*

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	In 2022, Calhoun Super Structure was recognized as one of Canada's Top Growing Companies by Report on Business Magazine, ranking 392 / 430 companies. Report on Business Magazine, owned and operated by The Globe and Mail - Canadian distributor for The New York Times - is Canada's largest business magazine with a 2MM monthly readership by senior managers, owners, decision makers, and C-level readers. Calhoun anticipates being recognized by Report on Business Magazine for a second year in a row in 2023. Calhoun's recognition can be found online at the following URL: https://www.theglobeandmail.com/business/rob-magazine/top-growing-companies/ Also in 2022, Calhoun Super Structure was awarded the K2 Wind Ontario Technology & Manufacturing Award by the Huron Chamber of Commerce. Calhoun was recognized for performance, customer satisfaction, and enhanced public awareness through the use of innovative products, processes, and communication. Calhoun's recognition can be found online at the following URL: https://huronchamber.ca/2022-spirit-of-success-award-categories/ In 2019, Calhoun Super Structure was awarded Best Fabric Building Engineering & Installations Firm by Corporate Vision Magazine as part of their 2019 Canadian Business Awards. Calhoun's unique engineering process, together with a customer-focused approach and commitment to innovation, is what contributed to Calhoun's evolving growth and win of this globally-recognized award. Corporate Vision is dedicated to recognizing the brightest, best performing and most deserving companies and individuals from around the business world. Attached is our 2019 CV Magazine award certificate.	*
48	What percentage of your sales are to the governmental sector in the past three years	The average three-year percentage of governmental sector sales for Calhoun Super Structure is between 15-16%.	*
49	What percentage of your sales are to the education sector in the past three years	The average three-year percentage of educational sector sales for Calhoun Super Structure is between 1-2%.	*
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?	We hold the RMA cooperative purchasing contract (RFP #CAN-2021-011) on behalf of RMA, SARM, and AMM that includes Alberta, Saskatchewan, Manitoba, Ontario, and Nova Scotia Federation of Municipalities through one of our Canadian dealers.	*
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?	Not applicable at this time.	*

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 *
Saskatchewan Department of Transportation	Government	SK - Saskatchewan	1) 82x100x8&12 building with end walls on 2' steel leg (2021) 2) 82x100x8&12 building with end walls on 2' steel leg (2021) 3) 82x100x8&12 building with end walls on 2' steel leg (2021) 4) 42x60x12 building with end walls on 6' steel leg (2021) 5) 82x100x8&12 building with end walls on 2' steel leg (2021) 6) 42x60x12 building with end walls on 6' steel leg (2022) 7) 82x100x8&12 building with end walls on 2' steel leg (est. 2023) 8) 42x60x12 building with end walls on 6' steel leg (est. 2023)	1) \$99,867 2) \$99,867 3) \$99,867 4) \$31,530 5) \$99,867 6) \$35,385 7) \$107,628 (est. 2023) 8) \$34,476 (est. 2023)	\$466,385 \$142,104 (est. 2023)
Iowa Department of Transportation	Government	Iowa - IA	1) 32x48x12 building with end walls on concrete (2020) 2) 42x72x12 building with end walls on concrete (2020) 3) 42x60x12 building with end walls on concrete (2021) 4) 42x96x12 building with end walls on concrete (2021) 5) 52x120x12 building with end walls on concrete (2021) 6) 42x96x12 building with end walls on concrete (2021) 7) 62x120x12 building with end walls on concrete (2022) 8) 62x120x12 building with end walls on concrete (2022)	1) \$14,009 2) \$21,126 3) \$17,315 4) \$24,715 5) \$40,020 6) \$36,216 7) \$67,870 8) \$72,399	\$334,232
Ohio Department of Transportation	Government	Ohio - OH	1) 26x38x14 building with end walls on 8' steel leg (2022) 2) 82x144x16 building with one end wall on 4' steel leg (2022) 3) 82x80x16 building with one end wall on 4' steel leg (2022) 4) 82x80x16 building with one end wall on 4' steel leg (2022) 5) 80x128'x8'2.5" x 16' building with end walls on 8' steel leg (2022) 6) 80x128 custom recover (2023) 7) 80x140 custom building with one end wall on concrete (est. 2023)	1) \$16,500 2) \$76,659 3) \$53,084 4) \$54,285 5) \$105,166 6) \$18,953 7) \$231,716 (est. 2023)	\$324,648 \$231,716 (est. 2023)
Madison County	Government	New York - NY	1) 150x150x11&16 building with one end wall on steel leg (2020)	1) \$261,615	\$261,615
Rhode Island Department of Transportation	Government	Rhode Island - RI	1) 105x60 & 80x84 buildings with end walls on 14' steel leg (2020) 2) 105x100 & 80x100 buildings with end walls on steel leg (est. 2023)	1) \$253,185 2) \$309,871 (est. 2023)	\$253,185 \$309,871 (est. 2023)

Table 10: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Department of Transportation, Iowa	Jody McNaughton, Purchasing Agent	515-239-1298
Cayuga County, New York	Brian Soper, Highway Superintendent	315-253-1513
Village of Potsdam, New York	John Keleher, Highway Superintendent	315-265-3470

Table 11: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
54	Sales force.	<p>Calhoun has a network of 40+ dealers across the US and Canada. Calhoun Super Structure ensures that all territories are clearly defined by project teams and dealers so there is no overlap between them.</p> <p>For all Sourcewell member projects, Calhoun Super Structure's Minnesota-based Business Development Manager will work directly with the Sourcewell member to provide turn-key solutions, leveraging our dealer network for installation and other facets of project management.</p>
55	Service force.	<p>Through our extensive dealer network, and their subcontractors, Calhoun Super Structure has the capability of meeting the needs of Sourcewell members across the US and Canada.</p>
56	Dealer network or other distribution methods.	<p>Calhoun has an extensive network of 40+ dealers across both the US and Canada with the capability to meet the needs of Sourcewell members. Calhoun's network of dealers own and operate their own companies from small-to-medium businesses to large enterprises, and are not employed by Calhoun Super Structure. Calhoun works closely with each dealer to understand each individual dealers' capabilities, specialties, size, and scope to clearly define territories and ensure there is no overlap between dealers.</p> <p>For all Sourcewell member projects, Calhoun Super Structure's Minnesota-based Business Development Manager will work directly with the Sourcewell member to provide turn-key solutions, leveraging our dealer network for installation and other facets of project management.</p>
57	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	<p>To ensure optimal service delivery, response time, and transparency, Calhoun has implemented a comprehensive online order status to its dealer portal that provides up-to-the-minute order status changes and accurate delivery timelines, including historical customer information. Phase-2 is planned for 2023 and will allow Calhoun dealers to submit their orders online in real time for greater process efficiency.</p>
58	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	<p>Calhoun Super Structure and its network of dealers have a long-standing, loyal, relationship. Dealers are their own entity, and not an employee of Calhoun. Each year, Calhoun brings its network of dealers together at an annual dealer conference. This allows Calhoun to create an environment of sharing and camaraderie. Dealers learn from each other and create their own relationships. For example, we often see leads shared between dealers' territories if applicable. We believe that the partnerships and the positive relationships we foster are key in keeping us all at the forefront of this evolving industry, and treat our dealers as our greatest asset, as we would not be a leader in the industry without them.</p>

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>Through Calhoun's team of 50+ staff, Sourcewell members will have access to technical support, shipping and receiving, and sales support, available to respond to queries that Sourcewell members have at any time.</p> <p>Externally, Calhoun's extensive dealer network is available to support Sourcewell members on a local level, in the members' given time zone, so there is always a representative available on behalf of Calhoun to provide customer service to Sourcewell members as a secondary resource.</p> <p>At Calhoun, all internal and external Calhoun stakeholders view customer service as a priority. Upon award of this contract opportunity – prior to implementation – Calhoun Super Structure will employ an immersive training program for all associated stakeholders utilizing Sourcewell's vendor training videos, webinars, and forums to ensure familiarity and preparedness of the new partnership for maximum customer service capability.</p>	*
60	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Calhoun Super Structure is willing and able to provide our products and services to Sourcewell participating entities in the United States.	*
61	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Calhoun Super Structure is willing and able to provide our products and services to Sourcewell participating entities in Canada.	*
62	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Calhoun Super Structure is willing and able to serve nonprofit agencies if awarded a contract.	
63	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Calhoun Super Structure is willing and able to fully serve all geographic areas through the proposed contract. Shipments to Nunavut, Canada, Hawaii, USA, and any US Territories outside of the continental United States will be calculated on a case by case basis based on current carrier rates. Freight charges will be agreed upon by the Sourcewell member before an order is placed.	*
64	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Calhoun Super Structure is willing and able to fully serve all Sourcewell member sectors through the proposed contract.	*
65	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipments to Hawaii and any US Territories outside of the continental United States will be calculated on a case by case basis based on current carrier rates. Freight charges will be agreed upon by the Sourcewell member before an order is placed.	*

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>A comprehensive marketing strategy has been developed to describe how Calhoun will promote this contract opportunity using the vendor tools and resources available by Sourcewell, in conjunction with Calhoun's existing marketing plan, brand framework, and templates.</p> <p>The marketing strategy is outlined attached. Also attached are samples of print ads, digital ads, and other related materials in promoting Sourcewell, should we be awarded a contract.</p>
67	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Search engine marketing and social media is consistently the most successful tool Calhoun uses to generate awareness. Due to the nature of the business, Calhoun must be able to communicate, at length, our process and what we offer, share customer success stories, and display an array of images so customers can see different styles of structures to meet their needs. All this, while targeting specific customer segments both nationally and internationally to drive awareness across various industry sectors. Search engine marketing and social media accomplishes this efficiently and effectively by putting the Calhoun brand in the face of potential customers at the exact time they begin their research.</p> <p>Through regular performance checks using Google Analytics, CallTrackingMetrics, Salesforce, and Facebook Analytics, Calhoun has the visibility to see what specific marketing campaigns draw quality website visitors, phone calls, and other event conversions such as content downloads. Calhoun continually optimizes digital campaigns for performance.</p> <p>Calhoun's historical learnings and corporate best practices will be employed to enhance marketing effectiveness to promote this contract opportunity.</p>
68	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Calhoun's Business Development Managers will work diligently with our resources at Sourcewell to provide the member with a seamless transaction. We will work with Sourcewell members to provide a solution that meets their specific requirements whilst allowing them to forego a public bid process.</p>
69	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Calhoun Super Structure does not offer an e-procurement ordering process at this time.</p>

Table 13: Value-Added Attributes

Line Item	Question	Response *
70	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Calhoun Super Structure offers complimentary in-house technical support, supplemented with detailed maintenance and installation manuals. See attached corresponding documents.</p> <p>On-site training may be available to field staff during final inspection if desired by Sourcewell member. If Sourcewell member requires future building maintenance, Calhoun may offer maintenance inspection through its dealer network at an added cost.</p>
71	Describe any technological advances that your proposed products or services offer.	<p>Calhoun Super Structure is one of the first fabric building manufacturers in the industry and has been in business for more than 30 years. We are a true pioneer in the fabric structure industry in many important ways.</p> <p>While other fabric building companies were applying an in-line galvanizing system for their steel frames, we were the first to use hot-dip galvanizing - as a standard - with the critical importance of knowing that hot-dip galvanized steel structures last three times longer.</p> <p>We were also the first to implement a true site-specific analysis design on every building. We understood from the very beginning that the site of each operation is unique, and a safe and reliable fabric building is paramount.</p> <p>All Calhoun buildings are engineered using a site-specific 3D Non-Linear Finite Element Analysis which considers the snow, rain, wind, and seismic conditions at the building location. This technique allows Calhoun to deliver the strongest building for each unique location.</p> <p>Calhoun delivers detailed site-specific foundation reactions to allow the foundation to be engineered to further optimize the customer's installation. This process provides for a detailed and precise assessment of reaction loads that will in turn allow for an optimized foundation design.</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>Calhoun Super Structure does not currently employ 'green' initiatives at this time.</p>
73	Discuss your proposed product line in terms of sustainability and recycling.	<p>Nearly all of Calhoun Super Structure's fabric building components are 100% recyclable including steel framework, nuts, bolts, and HDPE canvas top. At the completion of a Calhoun fabric building life cycle, there can be little to no environmental impact.</p>
74	Identify any third-party issued eco-labels, ratings, ESG scores, or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>While Calhoun as an Entity has not received any third-party issued eco-labels, ratings, ESG scores, or certifications related to energy-efficiency, Calhoun's new manufacturing plant uses LED lighting and sustainable welding machines to increase eco-friendly business practices.</p> <p>Additionally, Calhoun exclusively uses the first Membrane Structure Fabric in the world to achieve Cradle to Cradle (C2C) certification through our fabric partner, NovaShield.</p>
75	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While Calhoun as an Entity has not received WMBE SBE, or veteran-owned business certifications, Calhoun's exclusive New York dealer holds WMBE certification.</p>
76	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Calhoun Super Structure is the only fabric building manufacturer in the industry who includes the negative effects that fabric places on the strength and durability of the building, and then engineers the structure to ensure all snow, wind, and seismic conditions are exceeded. Our unique engineering procedures result in an optimal use of materials and ensures a reliable structure, going beyond industry standards.</p>

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?	<p>The steel framework and standard fabric cover of the Calhoun structure described in this agreement are warranted to the purchaser to be free of defects in materials and workmanship under normal use and proper maintenance for a period of up to 15 years pro-rata after the original date of purchase for all standard fire retardant (FR) and non-fire retardant (Non-FR) fabric. 'Standard' FR and Non-FR fabric refers to all fabric that is not upgraded to Elite FR or Elite Non-FR fabric.</p> <p>The steel framework and Elite fabric cover of the Calhoun structure described in this agreement are warranted to the purchaser to be free of defects in materials and workmanship under normal use and proper maintenance for an optional upgrade period of up to 25 years pro-rata after the original date of purchase. The steel framework 25-year upgrade and Elite fire retardant (FR) and non-fire retardant (Non-FR) fabric 25-year upgrade may be upgraded together or separately.</p> <p>Any labor warranties will be offered by dealer / installer. Generally, installers provide a 1 year workmanship warranty.</p>
78	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Some restrictions apply. See attached warranty.
79	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Calhoun's warranty is for manufacturers defects only. The expense of technicians' travel time and mileage compensation may be covered through dealer network based on warranty claim.
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?	Calhoun Super Structure can provide a certified technician in any part of the United States and Canada.
81	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty applies to all products supplied by Calhoun Super Structure, manufactured or purchased. See attached warranty.
82	What are your proposed exchange and return programs and policies?	Calhoun will work with Sourcewell members on a case by case basis if an exchange or return is required.
83	Describe any service contract options for the items included in your proposal.	Our dealer installers may provide a yearly maintenance agreement. This agreement would be made between installing company and Sourcewell member directly.

Table 14B: Performance Standards or Guarantees

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

Line Item	Question	Response *
84	Describe any performance standards or guarantees that apply to your services.	<p>All Calhoun Super Structure buildings are designed using a site-specific review, 3D Non-Linear Finite Element Analysis (FEA). This review is specific to Calhoun and our main competitive advantage.</p> <p>Calhoun does not produce buildings for generic loads or assumed site conditions. Calhoun's site-specific design process and three-dimensional non-linear analysis are unique in the industry and ensures the most efficient and reliable structure is provided for the customer.</p> <p>All Calhoun Super Structures are hot-dip galvanized post fabrication to create a full corrosion resistant coating on all steel components for maximum longevity.</p>
85	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	We constantly strive to improve our business by collaborating with our customers to understand their needs and by providing industry leading business solutions. All leads are contacted within 48 hours of receiving them. Once an order is placed we assure the customer receives the strongest most reliable fully-engineered structure to meet their needs.
86	Describe the methods or techniques that impact the durability or longevity of your product.	<p>All Calhoun Super Structure buildings undergo a site-specific review using 3D Non-Linear Finite Element Analysis (FEA). This review is specific to Calhoun and our main competitive advantage.</p> <p>Each building is reviewed considering adjacent topography and any other factors which impact the loading on the structure such as snow shadowing from adjacent structures, exposure due to tree lines or open water. The appropriate loading parameters are selected for the building analysis based on the site review. A full review of the building in it's intended location ensures that factors which may impact the longevity of the structure are identified and the building is designed correctly for the site.</p>
87	Describe your quality control and assurance process.	Calhoun is CSA A660 certified and ensures our compliance with the applicable building codes and design standards. Our shop is both all certified AWS (American Welding Society) and CWB (Canadian Welding Bureau). Calhoun employs a full time quality manager that oversees our quality control program.

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 *
We do not have exceptions or modifications to propose.	<input checked="" type="radio"/> Yes <input type="radio"/> No

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding

to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - Pricing.zip - Monday July 10, 2023 14:07:57
- [Financial Strength and Stability](#) - Financial Strength.zip - Monday July 10, 2023 14:08:07
- [Marketing Plan/Samples](#) - Marketing Plan.zip - Monday July 10, 2023 14:08:19
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Table 14 Question 78_Calhoun Warranty Package.pdf - Monday July 10, 2023 14:08:32
- [Standard Transaction Document Samples](#) - Transaction Document Samples.zip - Monday July 10, 2023 14:08:46
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Additional Documents.zip - Monday July 10, 2023 14:09:10

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. - Jerney Calhoun, President / Owner, Calhoun Super Structure Ltd

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Fabric_Structures_RFP_071223 Wed June 28 2023 04:33 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Fabric_Structures_RFP_071223 Thu June 15 2023 01:37 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Fabric_Structures_RFP_071223 Wed June 7 2023 02:00 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Fabric_Structures_RFP_071223 Fri June 2 2023 08:31 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Fabric_Structures_RFP_071223 Fri May 19 2023 01:14 PM	<input checked="" type="checkbox"/>	1

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

THIS AMENDMENT is effective upon the date of the last signature below and is by and between **Sourcewell** and **Calhoun Super Structures, LTD** (Supplier).

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

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

Line item 11 in "Table 2A: Depth and Breadth of Offered Equipment Products and Services" of the Proposal is modified to add the underlined language below:

"All the above aforementioned levels of service are being proposed. To reiterate, these include, but not limited to: fabric building design and production, installation, foundation, repair and re-cover, relocation, building extension, parts, and engineered drawings."

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

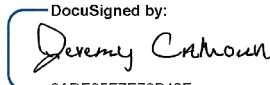
Sourcewell

Signed by:

By: _____
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 9/3/2024 | 1:43 PM CDT

Calhoun Super Structures, LTD

DocuSigned by:

By: _____
6ADE85E7E73B42E...
Jeremy Calhoun, President

Date: 9/3/2024 | 10:55 AM PDT