

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Britespan Building Systems Inc., 688 Josephine Street North, R.R. #1, Wingham, ON Canada N0G 2W0 (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

Britespan Building Systems Inc.

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

DocuSigned by:
Steve Burke
By: AF3FFC4D204B4FD...
Steve Burke
Title: Vice President of Finance
8/18/2023 | 8:08 AM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coauette
By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
8/18/2023 | 9:26 AM CDT
Date: _____

RFP 071223 - Fabric Structures with Related Materials and Services

Vendor Details

Company Name: Britespan Building Systems Inc.
Address: 688 Josephine St North, R.R. #1
Wingham, Ontario N0G 2W0
Contact: Steve Burke
Email: sburke@britespanbuildings.com
Phone: 519-912-1001 229
HST#: 809853054

Submission Details

Created On: Thursday May 25, 2023 12:00:15
Submitted On: Tuesday July 11, 2023 08:15:07
Submitted By: Steve Burke
Email: sburke@britespanbuildings.com
Transaction #: 94f67a63-a57c-4a45-a4e1-e8f589cdbb2e
Submitter's IP Address: 216.46.134.223

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")	Britespan Building Systems Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	There are no subsidiaries included in this proposal
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Britespan Building Systems Inc. does not use any assumed or DBA names.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	No CAGE code; FEIN is 98-1464393
5	Proposer Physical Address:	688 Josephine Street North, R.R. #1 Wingham, ON, Canada, N0G 2W0
6	Proposer website address (or addresses):	www.britespanbuildings.com, www.britespandomes.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):	Steve Burke, Vice President of Finance, 688 Josephine Street North, R.R. #1, Wingham, ON, Canada N0G 2W0, 800-407-5846 Ext 6229, sburke@britespanbuildings.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	George Lawless, Director of Business Development, 425 Orbiting Dr. Suite A, Mosinee, WI, 54455 715-301-5490 glawless@britespanbuildings.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	John MacDonald, President, 688 Josephine Street North, R.R. #1, Wingham, ON, Canada N0G 2W0, 800-407-5846 Ext 6245 jmacdonald@britespanbuildings.com

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

Line Item	Question	Response
10	Provide a detailed description of the products, and services that you are offering in your proposal.	<p>Britespan Building Systems Inc is the authority in fabric buildings throughout North America. Servicing over 48 different industries, we offer competitive building solutions for permanent, temporary and portable fabric buildings that are pre-engineered for site-specific code compliance. Britespan offers a wide variety of services including new construction, replacement covers, maintenance and accessories.</p> <p>Designed with safety, performance and longevity as objectives, Britespan offers "column-free" interior space with spans ranging from 24 feet to 210 feet wide - to any length desired. Our advanced modular design accommodates additions, repairs and replaceable parts & modules that leave room for expansion in the future. Our buildings provide for customizable clearances, door openings and sidewall openings.</p> <p>Sourcewell Members will find a wide range of traditional arch-shaped profiles as well as the desirable gable-shaped contours that have become very popular. Our fabric membranes, described more below, offer exceptional finishes that are waterproof and weather repelling in a variety of color selections and fire code ratings resulting in long term durability.</p> <p>Britespan designs, engineers and manufactures exceptional open-web structural steel trusses in concert with purlins and end wall columns that comprises the "Steel Frame" of the building which is then clad with tensioned membrane that is</p>

secured to the foundation. The building "system" is designed as a single, composite performance tested envelope.

Services, described in further detail below, are full-spectrum from standard, cost effective design offering to custom applications that meet Sourcewell Member's specific needs. These services range from "Supply-only" to "Full Turnkey" solutions to include new installations, expansions, relocation and repair work.

Britespan Building Systems product line is comprehensive to manage accessibility requirements, capacity objectives, cost control and clearance requirements. Our buildings are especially designed to address the cost impact and relationship to foundation design and install labor hours. This is likely the single most overlooked total project design aspect for most owners. We have observed that many providers of fabric buildings only focus on the building package price itself, when post-completion job cost analysis shows obvious efficiencies that could have been achieved if the structure was designed in concert with the foundation and installation cost weightings. Britespan has developed the discipline to understand the total project cost analysis that Sourcewell Members come to expect before the building is sold.

Britespan offers the following building series overview. All of our profiles are interchangeable with our complete fabric cladding offering listed near the bottom. All profile drawings can be previewed in Appendix T2A-10-ProfileDrawings, and can be priced using the price list in Appendix T4-22-PriceList except for Genesis and Epic. Given the sheer size of these two series, and extended market volatility, they must be priced at the time a quote is requested in order to provide best pricing available. All building series are engineered for site-specific location, site hazards & use-group designations to be compliant with all local & state/provincial building codes. All of our building series are available with column-free interiors, and end walls to create an open, partially enclosed or fully enclosed building system.

Britespan has dramatically increased (since 2019 proposal) the standard offering of series and profiles within the series to create the widest spectrum of standard profiles possible for Members to select from. If custom profile is still desired, Britespan will design and fabricate as required.

•Atlas Series: Arch-shaped in profile, the Atlas series is the most popular series in our history. Exceptional value in pricing, this series offers widths from 24' - 80' with many of the profiles having "legs" to provide for additional vertical clearance requirements. This series incorporates optional eave packages, ridge venting, end wall venting, entry door frames, and overhead door frames. This series can have up to a 16' on-center truss spacing.

•Super Atlas Series: Also an arch-shaped profile, this series offers a collection of wider column-free spans - 90/100/108 feet in width. With multiple leg height options for vertical clearance requirements, this series is exceptionally priced for this width range. This series incorporates optional ridge venting, end wall venting, entry door frames and overhead door frames. This series can have up to 20' on-center truss spacing.

•Pro-Leg Series: This arch-shaped profile series incorporates an open web truss with a solid-web "i-beam" leg to provide the owner with a perfectly vertical leg that is slim, yet extremely rigid and strong. The solid-body connection detail is the key for performance at this joint between truss and leg, yielding improved truss spacing and decreased foundation cost by reducing reactionary forces at the base plate. Available in 30/40/46/50/63/68 foot widths and 8/10 foot leg heights.

•Container Top Series: Developed for quick and efficient construction on sea shipping container foundations, this arch-shaped profile series was specifically designed to include connection devices to fit shipping containers and are incredibly installer-friendly. Available in 30-40-50 foot widths, and pre-designed to fit standard container box lengths, this series comes ready to install without having to perform any modifications for a perfect fit. To make this even more installer friendly, this series comes with all 13'-3" truss spacing to fit the top of sea shipping containers perfectly without having to assemble odd-size truss bays. Less SKUs, faster install.

•Apex Series: Britespan's most utilized gable-shaped profile series. The Apex series provides Members with an exceptional range of options from 53 feet wide to 100 feet wide, along with optional sidewall heights of 10 feet and 14 feet tall. The Apex series is also enhanced for exceptional performance & cost efficiency by offering an "A" and "B" option in several profiles to allow the facility designer to select "Heavy" or "Light" gauge frames to suit the wide range of geography's climatic demands and arrive at the most efficient overall design. Where all other manufacturers simply squeeze truss spacing closer together to manage heavier loads, Britespan provides this option of lighter and heavier frames enabling the

designer to maintain truss spacing when needed while not changing the desired profile. The Apex series can achieve up to a 20' on-center truss spacing, and deploys options for single-piece covers or individually kedered bay covers.

- **Magnum Series:** Britespan's heavyweight champion! The Magnum series was specifically created to manage significantly high snow loads. This gable-shaped profile series has three widths of 66/73/80 feet wide, and all three widths are pre-designed for option of 10' or 16' tall sidewall legs. This series was designed to manage snow loads of 60# Ground Snow while maintaining 20' OC truss spacing. The purpose of maintaining wide truss spacing is to reduce foundation costs and installation labor costs. Rating charts have been pre-engineered to manage 300# + Ground Snow loading if ever needed. This series deploys individual kedered bay cladding, and provides exceptionally tall interior clearances.

- **Genesis Series:** Offered in widths from 80 feet wide to 210 feet wide with multiple sidewall heights, this gable-shaped profile series is the provider of massive space when required. Available in standard or custom sidewall heights, unlimited lengths, the Genesis is capable of up to 20' OC truss spacing and utilizes fully kedered individual bay cladding.

- **Epic Series:** With the same gable roof design as the Genesis, this series incorporates an I-beam leg into the design for maximum interior clearances at the interior sidewall. The Epic is also unique with an integrated eave system that provides for desired performance in specific water management cases. Available in widths of 80 feet to 140 feet wide, with unlimited lengths. This series can achieve 20' OC truss spacing.

- **Easy Access Series:** This series has the arch-shaped profile like the Atlas series, however, it incorporates a shape that allows for tall access openings down the entire sidewall of the building for side entry. An eave system has been integrated to keep the rain line out and away from the entrances, and fully enclosed ends make this profile a routine selection by Sourcewell Members for several reasons. This series is available in widths from 38 feet to 67 feet deep, and unlimited lengths.

- **Replacement Covers:** Britespan Building Systems provides expert-level services for replacement covers and end wall fabric for any manufacturer's building. Regardless of whether the owner has his original drawings or not, our dealers are highly trained and experienced with obtaining measurements and dimensions to ensure that the replacement cover is produced and installed perfectly.

- **Liner Packages:** If a project requires an interior liner package to create interior climate control, Britespan has the solution designed and ready to order.

Fabric Membrane Offering:

Manufacturers and Suppliers provide a wide spectrum of membrane cladding for structures depending on intention of pricing and performance. At Britespan, we offer the industry's longest lasting performance membranes that are sourced in North America. It is important to Sourcewell Members that the cladding of the building performs as expected for at least 20 years - and well beyond before it will need to be replaced. It is our experience that using North American produced HDPE polyolefin fabric meets and exceeds that expectation.

- 12oz High Density Polyethylene (HDPE) - ASTM E85 Rated
- 12oz High Density Polyethylene (HDPE) - NFPA701 Rated
- 13.5oz High Density Polyethylene (HDPE) - ASTM E85 Rated
- 13.5oz High Density Polyethylene (HDPE) - NFPA701 Rated
- 28oz Polyvinyl Chloride (PVC) - NFPA701 Rated
- Specifications and color selection example are in appendix T2A-10-FabricSpecs

Technical Performance Specifications and color selection are available in appendix T5-33-SampleSpecification.

11	What levels of service (material only, turnkey, other) are being proposed?	<p>Sourcewell Members require expanded levels of service to fit their individual needs. Britespan recognizes this and has acquired a deep level of experience working in concert with Member's designated Project Managers/Engineers of Record. For this reason, we have helped Sourcewell Members find success by providing the following spectrum of services:</p> <ul style="list-style-type: none"> •Initial and final design consultation to include critical design criteria evaluations, rough order of magnitude and schematic budgeting services to help identify and project the level of effort and cost of the Member's facility plans. This is offered at no charge or obligation to the Member. •Engineering services - sealed structural drawings and Calculations packages for all states and provinces. Pricing is shown in our pricing catalog within this response. •Preliminary base plate layout drawings and reactions table to support 3rd party designers of foundations and collateral loads. •Specification document drafting services and collaboration review - Britespan is always interested in assisting with writing & review of Division 13 - Special Construction section of the Member's project plans to make sure the Member captures the intended results for the project. This is offered free of charge or obligation. See example in appendix T5-33-SampleSpecification. •Commodity Capacity & Volume Calculations: Many Sourcewell Members know how much commodity they need to store, but are unsure of what size bin is needed or how to design the most efficient configuration of containment for the required volume. Road salt, cold patch, gravel, etc - designing a containment solution has to fit the exact need of the Member. Britespan provides exact analysis to include isometric view results in several variations to ensure the Member's objectives will be met with the most efficient layout. This is provided free of charge or obligation. See example in appendix T2A-11-CommodityCalculation. •Materials Only Packages: Complete, pre-engineered building packages including construction drawings, installation manuals, customer care manuals, warranty certificate application instructions and freight. •Materials Only Components: Parts, replacement covers, replacement end walls, cables, tensioning equipment, repair kits, building extensions including freight. •Furnish and install contracts: These include the building package, delivery and installation to include all lifts & equipment to complete the installation. Engineering, drawings, customer care manuals, and warranty certificate application submitted by the installer. Anchor bolts, sub trades such as electrical, doors, etc can be rolled into these F&I contracts as desired by the Member. •Turnkey Solutions: Including all aspects of the total project scope of work, the Britespan network can provide complete solutions for Sourcewell members when needed. This can include, but not limited to, Britespan building package with complete installation, permitting, site work, excavation and backfill, soil bearing testing, foundations, paving, electrical, ventilation, as well as project management and full time site supervision. •Custom building design services: When the Member's needs exceed our standard profile series offering, Britespan is fully capable of designing & manufacturing modifications and custom structures to fit the project's objectives. •Preventive Maintenance Services: Britespan's network offers on-demand or pre-planned preventive maintenance services to keep the Member's facility in top performance and realize maximum lifespan. •Replacement fabric covers for main buildings and end walls. No matter what brand of tension membrane structure the Member owns and operates, Britespan can provide replacement covers that fit and finish exactly as required. •Relocation Services: Sourcewell Members who need a fabric building moved from one location to another are welcomed to contact Britespan to have this service quoted and performed.
12	Does the response include installation services?	Yes, Britespan offers complete installation services described below.
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	Please see responses in Q 14, 15, 16.

14	How does the Participating Entity select an installer?	<p>Britespan has the largest North American trained, authorized dealer network in the industry. Our network is not only diversified geographically across the US and Canada, but it is also diversified across different vertical markets of expertise. The vast majority of our dealers will travel throughout many states/provinces, and some are specialized to local conditions & practices.</p> <p>Sourcewell Members are more than welcome to select any of our competent dealers they wish. Most often, a Sourcewell member will choose a Britespan dealer who is most local to their project site for many great reasons. There are several instances, however, that Sourcewell Members will select a dealer who will travel significant distances to manage & execute the contract because of a specific capability or strategy that is desired. No matter which dealer the Member selects, that dealership will provide & project manage the installation itself for maximum accountability. A Member may request references from any dealer prior to executing a contract for due diligence and confidence. Members are not restricted from engaging any dealer regardless of the location.</p> <p>If a Sourcewell Member contacts Britespan directly and asks for direction on selection of an installing dealership, we will direct that Member to the most local dealership who has qualified experience with the specific scope of work desired. For example, 100% of our dealers are experts with road salt storage, however, a sports facility such as a hockey rink may be better suited for a narrower group of our dealers who have experience with a complicated turnkey project such as this. Sourcewell Members are also welcomed to select the Britespan dealership of their choice directly - if they need to know which dealers are in their region, we will provide that listing upon request.</p>
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	<p>When Britespan says ".the largest trained and authorized dealer network", we don't simply reference a list of contractors who will take a lead and sell a building. We have consciously selected our participating dealership network for two imperative qualities: Safety and Competency.</p> <p>All Britespan dealers are committed by signed agreement & contract that is vetted and renewed annually to meet or exceed the following:</p> <ul style="list-style-type: none"> •Each "new" dealer will have no less than 50 hours of formal training on product line, critical design criteria for building code compliance, execution and best practices. This training includes field installation procedures, requirements and guidelines. •All dealers are also compelled to attend and participate in 20 hours of annual training & updates to ensure technical changes, policy & practices are adopted. •All dealers are required to have a minimum of \$2,000,000 liability insurance. Britespan dealers also have contractors licenses in the states they conduct business in. Britespan dealers are also able to meet OSHA certification requirements as needed by Sourcewell Members. •Britespan engineering staff also strictly reviews each building order submission for correct structural design matching site-specific criteria to ensure safe & compliant buildings that meet/exceed all local building codes. •Britespan also engages third party professional engineers (not on Britespan payroll) to perform a 3rd party structural review of each building and provide PE registration seal of each Britespan building sold to ensure safety and compliance.
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	<p>The Britespan Dealer Network, being independently owned contractors, bound by formal Dealer Agreement Contract to Britespan, may have varying contract formats that outline the scope of work, inclusions, exclusions, subject-to items, terms and conditions. Uploaded as appendix T5-33-DealerContract is an example of what a typical installation agreement would look like. Britespan dealers are also open to use of Member's additional input and stipulation into these installation agreements.</p>

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	Britespan offers a full line of tension fabric structures from 24 feet wide to 210 feet wide. *
18	Rigid framed fabric structures	<input checked="" type="radio"/> Yes <input type="radio"/> No	Britespan offers many of our profiles with solid-web, I-beam style legs and portal frames as shown in our profile drawings. *
19	Membrane structures	<input type="radio"/> Yes <input checked="" type="radio"/> No	Britespan does not offer tensile, cable supported structures. *
20	Air-supported structures	<input type="radio"/> Yes <input checked="" type="radio"/> No	Britespan does not offer air-supported structures. *

Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
21	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

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	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>Britespan's pricing model is configured from Manufacturer's Suggested Retail Price (MSRP) model. Sourcewell Members receive a substantial discount of 15% below MSRP. Because we recognize that often our customers require custom applications beyond our already broad offering, we are also committed to offering this discount level on custom-priced building packages as well. See Price List appendix T4-22-PriceList</p> <p>Each profile in each series will have a standard offering of pricing according to truss spacing. Member consults with Britespan to ensure correct truss spacing meets site-specific design requirements. Example: Wisconsin has high snow loads, Texas does not. Example: Florida has high wind loads, Michigan does not. If a custom profile is requested, our engineering team will create the model and provide truss spacing per instance. Britespan has created multiple series with multiple shapes & ranges of load resistance in order to provide the industry's widest range of truss selection for site load efficiency. We realize that the building is only a segment of the total project cost - and we have designed our structures to compliment the reduction of foundation cost required to complete the building project.</p> <p>As always, Britespan provides good-better-best options for our customers following the priorities that the Member tells us are most important to them. For projects that are limited by budget, Britespan can offer the very best value of cost efficient design & construction. For projects that are driven by performance as highest priority, Britespan delivers solutions that will meet and exceed that mandate. We service all needs and desired outcomes. *</p> <p>Price pages for the main building for each series shows each profile width within the series and the price-per-square-foot of that profile related to truss spacing. Truss spacing is determined by site-specific design criteria to meet local building codes - Members can consult with Britespan for that determination.</p> <p>End Wall Price Pages for each series shows each profile width within the series and the price for end wall fabric and end wall steel framing depending on wind speed rating required. Members can consult with Britespan for that rating requirement. Pricing is also shown for end walls that need to be extended below main building zero point (if end walls drop below foundation height of the main building).</p> <p>Both Main Building and End Wall Pricing is also shown in both Non-FR (Non Fire Rated) and FR (Fire Rated) fabrics. Accessories & miscellaneous parts are also listed and priced. Upgrades for fabric types, galvanizing and stainless steel are also listed and priced. Short-building surcharges are also cited for configurations less than standard lengths.</p> <p>The attached price lists (T4-22-PriceList) are stated in U.S. Dollars. For Sourcewell Members purchasing in Canadian Dollars, we will apply the Bank of Canada closing exchange rate on the order date. For reference purposes only, on June 21, 2023 was \$1.00USD = \$1.3183 CAD. See example pricing of a typical Britespan Atlas 50W x 80L building with one end wall in appendix T4-22-SamplePricing</p>
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23	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	<p>Britespan will quote labor for installation at the request of the Sourcewell Members individually for each project. Labor & site conditions change from site to site, state rules, prevailing wages and scopes of work.</p> <p>Britespan dealers are keenly adept at consulting with the Member on the efficiency of pairing different profiles with foundations to arrive at the lowest possible cost of project. There are often cases where saving a little on the building can end up costing far more on the foundation to match it. This is one of the excellent services that Britespan brings to Sourcewell Members.</p> <p>Labor for installation costs will be unique to every job site. Site confinement, working hours allowable, winter condition contingencies can affect each project differently. Our network is also adaptable to prevailing wage requirements that are mandated along with any requirement of reporting on labor/equipment that may be in place.</p> <p>Our long history of success has shown that quoting the labor of these project individually in concert with the building selection and foundation to compliment each other has yielded the most efficient pricing. Design-Build contracts like this have historically achieved the best performing delivery system for both schedule and cost.</p>	
24	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Britespan is pleased to offer a 15% discount from MSRP to Sourcewell Members as indicated on our price lists. See appendix T4-22-PriceList	*
25	Describe any quantity or volume discounts or rebate programs that you offer.	Britespan will review any request for quantity/volume discount beyond our offer on a case-by-case basis.	*
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.	Sourced Goods are often a routine for Members purchasing a Britespan building. Several examples are shown below in response to question 27. Because each building project is unique in several ways, we have been most successful providing individual competitive quotes per project on these products/related services rather than a blanket 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.	<p>Sourcewell Members often times can manage much of the scope of work for a project involving a Britespan Building. The two most routine inclusions (sourced goods) into a contract that are not in this proposed pricing are:</p> <ul style="list-style-type: none"> •Labor to install the Britespan Building •The foundation including anchorage (anchor bolts) <p>Additional requested Scope of Work items that we have experienced with Sourcewell Members include (but not limited to):</p> <ul style="list-style-type: none"> •Site Work/soil corrections •Paving •Overhead Doors •Man Doors •Bollards •HVAC •Electrical •3rd Party "Bolt Inspections" - post installation •Mandatory site safety training •Waste Removal <p>We are not aware of any entity outside the owner/Member that have imposed cost-item requirements.</p>	*
28	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight/delivery is a line-item cost of our building orders. It will be quoted at time of contracting and guaranteed at that time. Freight (unless an off-shore delivery) will be by OTR (over the road) trucking on flatbed hauler. For offshore deliveries, the mode of transportation will be in sea shipping container - quoted at time of contract. At the time of order, a manufacturing completion date appraisal will be issued, and the customer will collaborate with our shipping department for exact delivery date required by the Member. Britespan offers shipping charges at cost - no markup.	*

29	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Britespan routinely ships buildings worldwide. We offer all types of Land, Air, Sea and Intermodal options for our participating entities. All freight solutions are customized to the project location. All outbound customs fees are paid by Britespan. All Land based transport is in Incoterms DAP (Delivered at Place). Sea transport terms are CIF (Cost and freight delivered at port of Destination). Britespan offers shipping charges at cost - no markup.	*
30	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Britespan is able to take full advantage of our multiple fabric manufacturing facilities to ensure we can have the most competitive freight rates available for our participating entities. We also are able to combine shipments with non participating entities to ensure that their rates are even lower by sharing freight costs. Sourcewell Members are also welcome to pick up orders FOB, Wingham Ontario/Hudsonville MI if they wish to avoid any shipping costs.	*

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *
31	Describe your payment terms and accepted payment methods.	<p>Britespan Standard Payment Terms are as follows:</p> <ul style="list-style-type: none"> • Materials Supply Only = 30% deposit, 70% Net 30 days - invoiced at time of shipping • Furnish & Install / Turnkey = 30% deposit, 60% invoiced at time of shipping (payable net 30 days), with the remaining 10% invoiced upon completion (payable net 30 days). • Payment Terms and methods can be negotiable on an individual contract basis. • Custom orders will require a greater initial deposit depending on variance - not to exceed 50% of total value of structure. <p>Britespan payment methods are:</p> <ul style="list-style-type: none"> • Britespan prefers that our US Members remit payment via ACH or wire transfer to our Bank of Montreal-Harris bank in Chicago, IL. A specific instruction document with account numbers will be provided with contract. Appendix T5-31-WireInfo • Britespan prefers that our Canadian Members remit payment via EFT to our Bank of Montreal bank. A specific instruction document with account numbers will be provided with contract as shown in appendix T5-31-WireInfo. • Britespan does also accept payments by check couriered to our Wingham Ontario CA corporate office location.
32	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Britespan is pleased to have partnered with multiple 3rd party providers of finance and leasing options. For our Sourcewell Members, we direct them to NCL Government Capital first - who is a Sourcewell Vendor - who we have a relationship with. Britespan recognizes that even lending services need to be vetted properly through procurement process, and NCL has already satisfied that solicitation requirement. This creates a streamline process for both procurement and financing. See our website link here: https://britespanbuildings.com/financing</p>
33	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Often, Sourcewell Members will issue contract documents to the Britespan Vendor dictating scope of work, design criteria, contract terms, pricing & execution requirements. Moreover, this type of issue is accompanied by a written performance specification. In the event that the Member would like Britespan to create the offer/contract documents, we have provided an example of three items below. These document types & formatting may vary from dealer to dealer.</p> <ul style="list-style-type: none"> • Sourcewell Quote: This document is specific in nature citing the exact building and accessories. This quote form also provides for budgeting on foundations, installation, site work (sourced goods) required to execute the building sale. It is not a formal contract document with all scope & inclusions/exclusion, but formally maps out the schematic pricing for the Member to consider. See Appendix T5-33-QuoteForm • Britespan Dealer Contract: This document provides granular level explanation of the exact scope of work, inclusions of that scope and exclusions - to include pricing proposal and terms. The document can be supported by additional drawings as well. See Appendix T5-33-DealerContract. • Specification: This document cites the performance requirements for all inclusions required by the contractor to include site criteria, timeline, exceptions and execution. See appendix T5-33-SampleSpecification.
34	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Britespan does not accept P-Card payment process.</p>

Table 6: Audit and Administrative Fee

Line Item	Question	Response *
35	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	All audits, verifications and Sourcewell commission calculations under our current Sourcewell contract are completed by the Vice President of Finance and approved by the President of Britespan Building Systems Inc. Our system identifies all Sourcewell orders at time of order and a report is generated at the end of each quarterly reporting period. Each of our dealers provide an audit package containing the Sourcewell member ID#, quote, contract and final invoice to ensure all reported sales are accounted for properly. Britespan Corporate Staff audits quotes/proposals from dealers prior to release to Sourcewell Members. This process ensures that each authorized dealer is providing the Member with correct published pricing for each project. These audit documents are retained on file for review if ever requested.
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>Metrics that Britespan has in place to measure success rates with Sourcewell Contract:</p> <ul style="list-style-type: none"> • Initial Lead Reception - Britespan tracks all inbound leads and classifies the lead as "Municipal, Educational or Non-Profit" for those that apply. This classification provides two reportable conditions: 1) This is an opportunity to use Sourcewell if the lead converts to a qualified opportunity, 2) Provides data to understand traction level of leads in this category and steer marketing effort to acquire. •Lead Conversion to qualified opportunity: Each lead Britespan receives in this classification is followed to a conversion or closure. Tracked data can tell us if the positive conversion rate to a qualified opportunity is where we expect to see it. If not, Britespan investigates and pivots to an improved process for better results. •Qualified Opportunities are tracked through to conclusion of won/lost or abandoned. We track Sourcewell opportunities even if lost to a competing vendor so that we understand the Member's rate of selection for Sourcewell or traditional bid procurement. •Britespan tracks not only the quantity of sales, but also the average value of total sales. We report findings to Sourcewell for areas of improvement when we find States/echelons who are not receptive of using Sourcewell for procurement method.
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.)	Britespan is offering a 3% administrative fee to Sourcewell that will be calculated and paid quarterly on the total contract value of all contracts where final invoices have been paid by the customer in that quarter. This fee is included in the proposed pricing for Sourcewell Members, NOT in addition to the proposed pricing.

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>Brief History of Britespan Building Systems Inc:</p> <p>In 1995, our founder Ben Hogervorst became a dealer for Cover-All Building Systems out of Saskatoon, Saskatchewan, Canada. He developed a robust distribution network of sub-dealers throughout Ontario and the northeast of the United States and quickly became Cover-All's largest distribution network in North America. He maintained this status until 2010 when Cover-All (Corporate) went into receivership in April of 2010. Ben Hogervorst partnered with Rob Stute and created Britespan Building Systems Inc. Improving dramatically, Britespan quickly became the building system of choice and the company began earning achievement awards including Canada's Top 500 Fastest Growing Companies in seven of the last eight years, and received Canada's "Small Business of the Year" award in 2016. This year celebrates Ben's 28th year in the fabric building industry.</p> <p>Consistently growing every year, Britespan started with a 1,200 sqft manufacturing facility and has now expanded multiple times into 108,400 sqft of facilities located across Canada and the United States. Employing now over 130 people, Britespan has sold over 5,500 buildings since inception across North America and overseas.</p> <p>Britespan chooses to be a community-minded organization and global manufacturer of high-quality fabric buildings utilizing our strong partnerships with suppliers, customers, dealers and employees. Our philosophy includes safety for all, integrity, accountability and continuous improvement/competency. We strive to create a healthy, inclusive workplace for both physical and mental well being throughout our entire organization. While we enjoy having many individuals on our staff who have 20+ years of experience in the fabric building industry, we enthusiastically strive to onboard new talent to broaden our perspective towards a more perfect company that provides the very best our industry has to offer our customers.</p>
39	What are your company's expectations in the event of an award?	<p>Britespan's expectation, in the event of a Sourcwell Vendor Award, is among several goals, to deliver the following:</p> <ul style="list-style-type: none"> •Provide the highest quality service and building projects to Sourcwell Members that meet and exceed their expectations. •To help Sourcwell Members save time & money on these building projects and still arrive at an exceptional outcome - to avoid the low-bid = low-quality results that sometimes happen in traditional bid processes. •To provide members with a path for design-build, collaborative building process that meets all of their needs and expectations while still meeting the procurement process required. •To continue to grow Britespan's reputation of excellence and customer satisfaction throughout North America and grow our business because of that success.
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>Financial Statements (see appendices listed below)</p> <p>Our financing partner, Bank of Montreal has supported Britespan and its growth since inception of the company. A reference letter is attached as appendix T7-40-BankOfMontreal1, T7-40-BankOfMontreal2</p> <p>Britespan believes in developing strong, long term partnerships with our suppliers. Reference letters from our key suppliers and service providers are attached in appendix T7-40-SupplierReferences.</p> <p>While Britespan is not required to issue bonds frequently, we do have a facility that supports bonding requirements for single projects up to \$2M and a total facility of \$6M. Please see letter from our Surety attached as appendix T7-40-Bonding.</p> <ul style="list-style-type: none"> •Britespan Building Systems Financial Statement 2021 appendix T7-40-BBS2021 •Britespan Building Systems Financial Statement 2022 appendix T7-40-BBS2022 •Britespan Building Systems Compiled Statement appendix T7-40-BBSCompiled •Britespan Building Group Consolidation 2021 appendix T7-40-BBSGroupConsolidation2021 •Certificate of Insurance providing evidence of liability coverage. See T7-40-COI1 and T7-40-COI2
41	What is your US market share for the solutions that you are proposing?	While it is very difficult to quantify , we estimate that Britespan has approximately 15%-25% of the fabric building consumption in the United States.
42	What is your Canadian market share for the solutions that you are proposing?	While it is very difficult to quantify , we estimate that Britespan has approximately 15%-20% of the fabric building consumption in Canada.

43	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Britespan has never petitioned for bankruptcy protection.	*
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>Britespan is a manufacturer that has developed the strongest independent distribution model in North America for our industry.</p> <p>Britespan itself has a robust salesforce. Driven from the executive level, the sales staff then has a hierarchy of Director-level senior managers, flowing down into a series of Business Development Managers who are responsible for regions (US and Canada in parallel). Business Development Managers are also staffed for commercial and agricultural vertical market expertise. This staffing is responsible for both direct selling to the public as well as engagement for dealer management & new dealer acquisitions. In support of this sales staff, Britespan itself has a full complement of customer service agents who receive inbound traffic for sales, quote requests, service requests and warranty claims. This traffic arrives from call-ins, website inquiries, social media inquiries, and industry partner referrals. All of these individuals are employees of Britespan. Britespan has both on-staff and 3rd party labor force to provide installations, service and repairs on demand.</p> <p>The greater horsepower in delivering products and services to North America is our unrivaled dealer network.</p> <ul style="list-style-type: none"> •The United States currently consists of 28 trained, Authorized Dealers who provide sales & service to all 50 states. The USA Corporate Staff is currently underway recruiting and training an additional 25 dealerships. •Canada currently consists of 26 trained, Authorized Dealers who provide sales & service to all 10 Provinces and 3 Territories. •Combined, these 51 North American dealers consist of 105+ dedicated sales people who have been trained by Britespan. These 105+ are supported by 13 Britespan corporate sales staff. •Combined number of installation crew members exceeds that of the sales force. <p>From combined lead generation, market immersion, and joint collaboration on design and delivery of customer needs, our organization is capable of servicing the entire North American marketplace.</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.	<p>Licenses and Certifications that are both required AND HELD by Britespan as a manufacturer:</p> <ul style="list-style-type: none"> •Appendix T7-45-AWS •Appendix T7-45-CWBCert - Certification for Welding in Canada •Appendix T7-45-Lift Truck Certification - Required by Ontario Law/OSHA •Appendix T7-45-Telehandler - Required by Ontario Law/OSHA •Appendix T7-45-Overhead Crane Operator - Required by Ontario Law/OSHA •Appendix T7-45-CWBCSA - Certification for Fusion Welding of Steel, Ontario Canada •Appendix T7-45-CSA-A660-10 - Certification of Manufacturers of Steel Building Systems •Appendix T7-45-GalvCert - Certificate of compliance for Hot Dip Galvanizing Process <p>Additional Licenses and Certifications beyond required that are held by Britespan:</p> <ul style="list-style-type: none"> •Appendix T7-45-ISO9001-2015 Appendix T7-45-WeldCertListing - note that of the 27 certified welders, Britespan includes two individuals who are certified with robotic welding. •Appendix T7-45-BMEC - Building Materials Evaluation Commission for Ontario, Canada •Appendix T7-45-CE - Certification by ISOQAR for Europe Compliance •Appendix T7-45-JIS - Certificate of Authorization for sales into Japan •See Appendix T7-45-CertificationExplanations for more detail about these certification definitions. 	*
46	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Britespan has never had a suspension or debarment of any sort.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *
47	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Britespan is proud to have been recognized for the following awards:</p> <ul style="list-style-type: none"> •2018 - Manufacturer of the Year, Huron Manufacturing Awards of Excellence •2018 - Manufacturer of the Year, Manufacturing Excellence Awards •2018 - EY Entrepreneur of the Year Finalist - Ben Hogevorst, Britespan Building Systems Inc •2018 - 500 Fastest Growing Companies - Canadian Businesses •2019 - Exporting Award - Huron Manufacturing Awards of Excellence •2020 - Canada's Fastest Growing Companies - Ranking #400 •2021 - Canada's Top Growing Companies - The Globe and Mail •2022 - Canada's Top Growing Companies - The Globe and Mail •2022 - Builder of the Year Award - Canadian Farm Builders Association <p>•Past three years: Britespan has been invited to speak on several stages to Municipal Conferences on the topic of best practices & design criteria for Fabric Buildings selection. New York State County Highway Superintendents Association - 2023 Winter Conference, American Public Works Association - Snow Conference 2022.</p> <ul style="list-style-type: none"> • 2022 - ISO 9001:2015 Certification Achieved
48	What percentage of your sales are to the governmental sector in the past three years	<p>Britespan's sales to the government sector last three years are:</p> <ul style="list-style-type: none"> •CY2020 - 25% •CY2021 - 22% •CY2022 - 31%
49	What percentage of your sales are to the education sector in the past three years	Britespan's percentage of sales to the education sector in the past three years has been less than 1%
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?	State of WV Salt Storage Facilities - Average Annual Sales = \$150K
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?	Britespan has one USA dealer who has a GSA customer.

Table 9: Top Five Government or Education Customers

Line Item 52. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Ohio Department of Transportation	Government	Ohio - OH	Various Salt Storage, Cold Storage and Materials Storage Buildings	\$80,000 - \$300,000	Volume past three years exceeds \$5,000,000
Minnesota Department of Transportation	Government	Minnesota - MN	Various Salt Storage, Cold Storage buildings.	\$80,000 - \$300,000	Volume past three years exceeds \$1,500,000
Town of Russia	Government	New York - NY	Salt Storage Building	\$536,966	One Contract for \$536,966
City of Markham	Government	ON - Ontario	Public Works Facility	\$1,575,000	Volume past three years exceeds \$1,500,000
Municipality of South Bruce	Government	ON - Ontario	Municipal Facility	\$474,000	One Contract for \$474,000

Table 10: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Lake County, Ohio, USA	James Gills PE	440-350-2770	*
Town of Avoca, New York, USA	Mark Towner, Highway Superintendent	607-794-0905	*
City of Rome, New York, USA	Tom Jones, Highway Superintendent	315-534-0485	*
Town of Campbell, New York, USA	Tom Austin, Highway Superintendent	607-769-5123	
Town of Russia, New York, USA	Jim Clarke, LaBerge Group	315-272-6842	

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>Britespan Building Systems prides itself on it's long history of expanding it's sales force across all of North America. Britespan deploys a combination of Corporate-level sales directly to the marketplace as well as a wide, robust dealer network. Sales engagement & provider selection follows a prescription depending on vertical market and required competencies to best provide solutions to our clients. The expanded Dealer Network staffing is below in Q 56.</p> <p>In Total, Britespan has deployed into North America 13 dedicated full time Britespan Corporate Sales Staff, and 105+ trained dealer network full time sales staff.</p> <p>Let's start with an overview of Britespan Corporate staff which includes:</p> <ul style="list-style-type: none"> • Canada - Britespan directly employs 6 dedicated outside sales staff covering the entirety of Canada. Specific staff engage specific Provinces to include Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland, Nova Scotia, Ontario, Quebec and Saskatchewan. Requests from the three Territories are also managed by this team as needed. These on-payroll, dedicated outside sales staff engage in both direct sales as well as support to dealerships in the network. •United States - Britespan directly employs 6 dedicated outside sales staff and 1 additional inside direct sales staff. The United States has been partitioned into 5 focus regions that are managed by these Business Development Managers + 1 Agricultural Specialist who focuses on Ag sales across the US. The five regions are New England, Mid Atlantic, Southern, Pacific Northwest and Mid West. *Every State* in the US has dedicated coverage, overlapped by an Authorized Dealer and Inside Sales staff. •North American Business Development Staff (sales staff) are continuously focused on driving sales both directly and through the dealer network as well as consistently identifying, onboarding and training new dealers throughout their regions. Our Dealer Network is expected to grow again this year by another 30% -10 additional new dealers by end of 2023. In addition to our corporate offices & manufacturing base in Wingham Ontario, Britespan has a staff division office & training center in Wisconsin for ongoing continuing education events. We also have a fabric conversion manufacturing facility in Michigan that we tour/educate dealers and customers when the opportunity arises. •One of the key aspects of Britespan's success since inception has been it's dedication to driving sales through a formal installing dealer network. We recognize that partnering with well vetted, qualified and trained contractors that Britespan can pair the two competencies that no single manufacturer can achieve on it's own: 1) Exceptional manufacturing and distribution, 2) Exceptional engagement regionally and execution by licensed, insured, well staffed local contractors who can provide the on-site project management and execution. Engagement with local contractors across North America unlocks the existing relationships, public confidence levels and knowledge/awareness of localized preferences and conditions. Attempting to conduct municipal business in the far Southwest of the United States with an agricultural vendor from New England does not always bring about best practices and continuity. Britespan has been vigorously engaged in the acquisition of Dealer Partners in every geography and vertical competency throughout North America. See more about the acquisition plan, vetting, onboarding and continuous training of our dealer network in Q 58. All of our dealers are installing dealers - Britespan does not engage "brokers" for our product lines such as they require a sophisticated level of competency to design/install.
55	Service force.	<p>Service will inevitably be required by our Sourcewell Members. One reason why Britespan has been specifically engaged in building the widest possible Dealer Network is to provide for the highest competency, most efficient & fastest response time possible to any and all service needs by our customers. Part of our formal Dealer Agreements outline the commitment to providing service to Britespan customers, even if that dealer did not sell/install the building originally. Each dealer has committed to covering a specific geography in order to provide a known level of service ability to all Britespan owners.</p>

56	Dealer network or other distribution methods.	<p>Dealer Network:</p> <ul style="list-style-type: none"> •The United States currently consists of 28 trained, Authorized Dealers who provide sales & service to all 50 states. The USA Corporate Staff is currently underway recruiting and training an additional 25 dealerships. •Canada currently consists of 26 trained, Authorized Dealers who provide sales & service to all 10 Provinces and 3 Territories. The Canadian Corporate Staff is also engaged in recruiting and training an additional 20 dealerships across Canada. •Combined, these 51 North American dealers consist of 105+ dedicated sales people who have been trained by Britespan. These 105+ are supported by the 13 Britespan corporate sales staff noted above. •Many of these dealers listed above have 20+ years of experience in the fabric building industry, and ALL of them are verified, vetted and trained construction contractors. These dealers have been through very specific training regarding the use, process and rules for leveraging Sourcewell as a method of procurement for Sourcewell Members. These dealers are also charged with the advertisement of Sourcewell as an option to existing members and potential Sourcewell members. These dealers do have a range of geographical coverage - some are focused only on their local markets/state they reside in, others are well versed & experienced with contracting in all US States. We have dissolved business relationships with several past dealers who were not able to meet the minimum standards or expectations our Sourcewell Members rely on. <p>Inside Sales:</p> <ul style="list-style-type: none"> •On occasion, Britespan will work directly with clients if our Dealer Network is over-booked, unable to react in a timeline our Sourcewell Members need, or if the Member prefers not to work with a contractor for any reason. We have provided for this secondary sales mechanism to fill any gap. There is no specific advantage working with Britespan in a inside-sale vs dealer-sale model - the same great pricing and service will be provided. This is simply a measure of providing full coverage for all Sourcewell Members. <p>Influencers - Architect and Engineering Firms:</p> <ul style="list-style-type: none"> • Britespan recognizes that many of our Sourcewell Members will hire Architect and Engineering firms to guide total project design for their solutions. Because of this, Britespan conducts ongoing outreach to A/E firms in the form of Continuing Education seminars in order to keep A/E firms updated with industry standard changes and best practices. Our intention is to empower those influencers with the most current evaluations & options available in the marketplace.
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57	<p>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>	<p>Britespan's ordering process is the same regardless of pathway through an Authorized Dealer or working directly with Britespan staff. For the explanation below, "Dealer" will include either Dealer or Corporate interchangeably.</p> <ul style="list-style-type: none"> • On the first engagement, The Dealer will work with the Member to understand the project objectives and desired scope of work. This process is done with an interview style where Britespan will listen to the Member describe it's needs to include building use, capacity, timeline, budget predictions, features and intentions among other things. It is important for the Dealer to understand the scope of work (from simply a supply only of materials package, to furnish & install, to a full turnkey proposal) that will be the framework Britespan begins to offer solutions for. • Once the Member has described those items, the Dealer will begin to formulate a rough order of magnitude of that design to quickly reveal the apparent level of effort and budget estimation. The Dealer will do this in a good-better-best scenario so that the Member can begin to make well-informed decisions on what fits the Member's intention and intended budget best. Through this consultation, the Member and the Dealer normally make discovery about ancillary items/work not realized earlier on, and decide if it is required. Examples of this could be corrosion resistance measures, venting, site work, disposal of waste materials, etc. These can then be added or dismissed from the scope of work as the Member feels necessary. • Once the scope of work with all of it's inclusions are understood, Britespan will then have the last discussion topic of "how" they wish to purchase the project. A short discussion regarding the value & benefits of using Sourcewell as the method of procurement leads to a quick decision to choose that method. If this is acceptable, the Dealer will create a formal contract offer under the Sourcewell Vendor Contract. <p>It has been our best practice that the contracting Vendor agent (Dealer or Britespan Staff) remain primary contact and project manager for the Member throughout the entire process. This ensures continuity, highest level of communication, and document control.</p> <ul style="list-style-type: none"> • Prior to a contract being executed between the Member and Dealer, examples of items that will be agreed to in addition to the building system in that contract are: <ul style="list-style-type: none"> o Terms of payments o Substantial completion date of entire scope of work o Access to site (if required) o Working hours allowed o Insurances, bonds required o Site supervision if required o Other Inclusions o Other exclusions • Once a contract has been signed, Britespan will submit a building order to the Customer Service center. • Customer Service will review the building package order for accuracy, develop a planned output, and send out a cleaned version for acknowledgment signature by Dealer/Owner. • Once that acknowledgement has been signed and returned, the "lead time" is initiated for production-through-shipping release. • Dealer will stay in communication with Member throughout the contract phases – normally a schedule of events has been published for both Member and Vendor to align expectations. • Dealer executes remaining phases of required Scope of Work (site work, delivery, foundations, installation, cleanup). • Progress payments, if cited in contract, are applied for and issued. • Once the project has been installed, a walk-through inspection may occur, and a hand-off of documentations, owners manuals and copy of submission of warranty certificate occurs. • Final billing of contract occurs.
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58	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	<p>Britespan's preferred and most successful distribution model is through Authorized Dealers.</p> <p>An authorized Britespan dealer is not just a contact company on a list. Britespan has set a very high standard to obtain this designation. The following describes the relationship Britespan develops with each of it's Authorized Dealers:</p> <ul style="list-style-type: none"> •Our Business Development Managers are the first line of acquisition. At this consideration stage, our BDMs will investigate the potential dealer for several items such as financial ability to conduct business, credit lines established, ability to obtain performance and payment bonds, and ability to employ required assets to execute construction projects. We look for safety programs in place, OSHA certification, State contractors licensing and contractors insurance at a minimum of \$2M. The BDM will then further investigate the candidate's human assets to conduct business – including project managers, dedicated outside sales staff, estimators, contracts managers, ability to install what they sell, etc. Additionally, the BDM will research prior customer references, social media presence, website scoring and marketing strength. Lastly, the BDM will look for an alignment of geographical sales & service intentions – making sure that those contractors we partner with have the same level of expectations to service our clients that Britespan does. •Once the prospect has passed the vetting process, a formal "Dealer Agreement" is signed – contracting the Dealer to Britespan in a formal partnership. In that Dealer Agreement, very specific covenants are agreed to such as commitment to service areas, protocols, certificates of insurance, warranty work, installation procedures, and payment terms. •Once a New Dealer has been signed, the onboarding process is intense: Three stages of training (both virtual and in-person) take the new dealer through a minimum of 40 hours of training. The scope of training involves competencies of sales, service, installations, procedures, product knowledge, specific industry best practices, and Sourcewell procurement policy/procedures. Only when the full training cycle has been completed do we then engage the marketplace. •New Dealers are then "paired" with a dedicated Britespan Business Development Manager permanently. The BDM will work with the Dealer to engage vigorously the marketplace and ensure that the Dealer is well supported with assets and information by Britespan. Marketing campaigns, visibility in the Municipal/Educational/Non-Profit space is high level importance. Dealers are also obliged to maintain current training and awareness levels – we do this by holding several conferences a year both in person and virtually. On-going training and changes in procedure/practices are absorbed through consistent updates and announcements that each Dealer acknowledges. A recent example of this was an open Sourcewell training conducted by our Supplier Development Administrator, Julieyn Holder, on 5-30-23 for our Britespan BDM Staff + Dealer Network.
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>Britespan's entire dealer network, in accordance to our Dealer Agreement Contract, is in full support and committed to customer service of our Sourcewell Members. This includes providing service for existing structures that the network may not have installed at inception.</p> <p>Britespan has a robust customer service program in place to manage both routine service requests as well as emergency needs. It starts with either our 1-800-407-5846 main line or our online website "Contact Us" venue. Sourcewell members can connect with Britespan and get a response within 24 hours.</p> <p>Once a Member has contacted Britespan, our dedicated regional managers will get the Member connected with the most local dealer for immediate response. Members will also receive an email from the Director's level once that request has been issued so that the Member has a secondary contact to reach out to in case the dealer is experiencing a delay.</p> <p>Repairs can be done quickly. Replacement parts/fabric can be designed & shipped within days for emergencies. In worst case scenarios, full buildings can be placed into "rush" sequence dramatically shortening timeline for arrival and install.</p>

60	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Britespan's willingness to provide our products and services to Sourcewell members is extremely high. To demonstrate that willingness, Britespan cites it's last three and 1/2 years of sales performance growth through Sourcewell since our inception as a Vendor:</p> <ul style="list-style-type: none"> •2020 - \$861,882 •2021 - \$5,856,703 •2022 - \$8,452,702 •2023 - Q1 recorded sales are \$1,915,210, and our known pipeline of opportunity in progress forecasts 30% growth over last year. Sourcewell Members have shown a high level of interest and appreciation using Sourcewell for these types of projects. <p>Britespan's ability to provide products and services has also grown since 2019 as well. We have invested more than 100% additional inventory to support growth, we have increased our production facilities/manufacturing plant size more than 100%, and we have increased our staffing more than 30%.</p> <p>Britespan implemented staff attendance to Sourcewell Universities, and also held sales team training in live sessions with Supplier Development Administrators such as Julieyn Holder and Zack Heidmann before Julieyn. We have adopted and used Sourcewell formatted literature & advertisements for Members, and promoted Sourcewell on our websites and social media.</p> <p>Britespan has found the support network at Sourcewell incredibly helpful. There have been instances when municipal agents and prosecutors have been concerned about the legitimacy of using Sourcewell for contracts of these types, and when called upon, the Sourcewell team has connected directly with those municipal agents and brought confidence and resolve to any concerns they had. Britespan very much appreciates that level of partnership and support. Britespan has made it a practice to connect the entirety of our sales staff network to our Sourcewell partners to ensure that compliance and confidence are in place for every transaction.</p> <p>Britespan and it's entire dealer network is also proactively encouraging municipalities, education & non-profit entities to enroll with Sourcewell for Britespan projects as well as other needs they may have.</p>
61	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Britespan has recently activated the entire Canadian sales staff to begin outreach & engagement with the Canadian Sourcewell marketplace. Britespan acknowledges the continuous build-out of Canadian agencies under CFTA, and will be supporting that growth from our sales staff. Britespan, as a Canadian Company, is highly interested in proliferating business through Sourcewell throughout Canada. With 6 Britespan Corporate sales staff, and 30 trained and authorized dealers throughout Canada, our combined salesforce in Canada will have traction.
62	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Britespan enthusiastically intends on engaging and serving nonprofit agencies as we have done throughout our past. Our installing dealer network will often time bring advantage to these entities who need expert design & execution advice on the conceptual phase in order to keep needs and costs aligned.
63	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Britespan is capable, staffed and engaged to serve ALL areas of the United States and Canada through this proposed contract.
64	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no entity sectors (government, educational, non-profit) that we do not plan on fully servicing. Britespan does not have any limiting obligations that would prevent this.
65	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Britespan has no contractual obligations or restrictions that would prevent our engagement with Hawaii or Alaska participating entities or in any US Territory.

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	The Britespan marketing blueprint to promote this Sourcewell Vendor contract opportunity has been compiled for several years using both traditional and digital strategies. Inbound and outbound marketing campaigns have proven successful among several metric evaluations, most importantly, our ramping sales revenue results with Sourcewell over the past 4 years.

response.

- 2020 - \$861,882
- 2021 - \$5,856,703
- 2022 - \$8,452,702
- 2023 - Q1 recorded sales are \$1,915,210 with our documented pipeline showing a forecast of 30% growth over 2022.

DIGITAL STRATEGIES:

•Social Media: Britespan has obtained nearly 40,000 followers across our corporate platforms and have broadly showcased our partnership with Sourcewell each time we provided successful solutions to Sourcewell Members. Facebook, Instagram, YouTube, TikTok are a few examples, but we have seen an 83% increase in our audience on LinkedIn over the past two year period! With our entire staff (who easily matches another 40,000 followers) as well as paired connections with our broad dealer network, that exposure to the public is exponential. Social media is the main outbound vehicle we use to showcase building projects, new offerings and success stories with Sourcewell. (See appendix T12-66-SocialMediaSourcewell, 2, 3, 4).

•Email Marketing Campaigns: Britespan conducts regular email marketing campaigns that nurture our Sourcewell targeted leads and increase brand awareness. These campaigns cover current industry topics, company news, trends and product offerings. The content for these email blasts is developed in collaboration with our broad dealer network (boots on the ground) who are continuously updating Britespan with current events, needs, and shifts in the market conditions. Success Stories are shared to show case evidence of best practices & solutions. (See appendix T12-66-ExampleSourcewellEmailBlast).

•Websites: Britespan recently upgraded it's corporate website and launched one additional website hosted in Quebec. This is an effort to not only increase our reach geographically, but to provide further location-specific content that applies to those areas. The Quebec website has full translation to the French language, and each websites show region-specific content. Each website is branded consistently, and promote our Sourcewell partnership. Each website prominently displays a Sourcewell-specific landing page that is branded & approved by Sourcewell staff showcasing the advantages of working with a Sourcewell Vendor, as well as how to become a Sourcewell Member. Links for those items as well as to our contract itself make it easy & seamless for interested Members to explore and leverage. (See appendix T12-66-Website-Landing-Page).

• Google Ad Campaigns - Paid Ad Strategy: Britespan continuously runs Google Ad campaigns to grow our online presence and audience reach. Each ad is specifically targeted to geographic and vertical markets. Britespan's Google Ads highlight product benefits that set us apart from our competitors - we run over 2000 ads under our account and continue to increase our online presence and visibility.

• Dealer Network Digital Space: In addition to our corporate strategies, our entire dealer network also deploys the same assets and campaign efforts. Independent websites, social media accounts, email blasts and google ad campaigns. This puts Britespan at incredible exponential advantage to proliferate the Britespan and Sourcewell branding effort.

•Digital Literature: Britespan has created market-specific digital brochures that highlight competency, examples of successful projects and prominently features our Sourcewell Vendor Contract logo to broadcast our ability to execute. (See appendix T12-66-Literature examples).

• Online Advertising: Britespan and it's dealer network has routinely engaged in online digital advertising with industry partners & outlets. Examples such as digital trade magazines, the Municipal Magazine (see appendix T12-66-Municipal).

• Webinars & Britespan University: Britespan is often engaged in providing educational webinars, continuing education classes and has an entire library online for each dealer in the network to access for continuous information updates. We have found success with providing on-demand information sessions for both clients & influencers who engage with design-build projects involving fabric structures. These sessions bring a high level of confidence and awareness for best decision making process.

Traditional Strategies:

• Tradeshows: Britespan and it's entire dealer network vigorously engage live tradeshow events. Attending national level as well as regional and local events, Britespan excels at gaining exposure in marketplaces face-to-face. During municipal oriented tradeshows, our staff proudly displays the Sourcewell banner flag to provide maximum visibility along with print literature showcasing our Sourcewell Vendor Contract. Estimate of tradeshow events attendance per year in CA&US is 50+ (See appendix T12-66-Literature, T12-66-Tradeshow).

		<ul style="list-style-type: none"> • Mailings: Britespan and it's dealer network still finds success attracting interest & engagement by use of the good ol' post card mailer! Yes, as antique as this measure may seem, we get a lot of great inquiries from post cards that land on municipal director's desks. Sourcewell Contract Logo is displayed to spread awareness and build the brand. Simple, cost effective and successful in connecting Members with Vendors who need to talk! (See appendix T12-66-PostCard). • Print Ads: Britespan and it's dealer network are regularly engaged in publishing print advertising in national and regional publications which prominently display Sourcewell Logo. (see appendix T12-66-Print Ad). • Lunch & Learn Events: Often, the influencers of the marketplace (Architects, Engineers, Grant Writers) reach out for assistance to understand best practices and industry changes so that they can provide the most effective and efficient recommendations to their municipal/educational/non-profit clients. Britespan enthusiastically engages these project governors with the depth of information they require. Britespan also provides continuing education/professional development hour events for the public in order to continuously improve the awareness of our industry's changes & upgrades. • Open House Events: When any municipality is agreeable to having an "Open House" event to celebrate project completion with the public, Britespan engages! We support the event with social media broadcasting, and have staff attend to "show off" the municipality's accomplishment to provide better services.
67	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Britespan has made significant investment with technology to support both customer service & marketing.</p> <ul style="list-style-type: none"> •Hubspot - this is a Customer Relationship Manager that is the inbound reception point of leads from our digital spaces. It is also used to schedule social media blasts, email campaigns and blogs •Microsoft Dynamics 365: This is also a Customer Relationship Manager (CRM) that our entire sales & service organization uses to receive, assign, track and manage all leads and ongoing opportunities. It is not only robust in it's ability to capture information simultaneously from independent sources, it is also integrated into other systems Britespan has in place such as Outlook, Planner, TEAMS for seamless integration and single-platform sharing of information. •Both Hubspot and Dynamics allows Britespan to accumulate enormous data such as contact information, regional usages, performance evaluations and underserved marketplaces that we can focus on. • Britespan has also implemented a Data Asset Management Program (DAM) called CANTO in order to centralize our digital assets for company wide access and document control. In this platform, all of our internal staff and external dealer partners can log in with credentials to access a searchable spectrum of assets from digital photo/video files, structural drawings, technical update memorandums, certification documents, specification documents, warranty statements, technical memorandums and updates. This platform dramatically improved our network's competencies of delivering accurate, broad spectrum, updated information to our customers. It has also served as a very efficient conduit for submission of warranty certification applications, production requests, real-time shipping availability, and a full catalogue of instructional & training videos as our network grows with new staff. • For other technology, our Britespan Staff and support contractors deploy a myriad of technology & strategies to arrive at exceptional performance metrics such as Google Search Console, SEMRush, SEO Minion, Lighthouse, Google Tag Manager, Facebook Business Suites Insight, HubSpot, Mailchimp, WordPress, Adobe Suites, Hootsuite, Jasper AI/Chat GPT, Meta/Facebook Manager and many others.

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>Britespan has been pleased with the level of promotion that Sourcewell has provided for opportunity. Several times when Members have inquired with Sourcewell, Britespan was notified and we engaged with the Member immediately. Britespan has taken the follow measures to integrate our Sourcewell Vendor contract and will continue to:</p> <ul style="list-style-type: none"> •We currently hold Sourcewell Specific Training with each Britespan Staff and Dealer Staff member throughout our entire network. This training provides awareness, competency and specific instruction on how to engage all Government/Educational/Non-Profit regardless of member status. Many are not aware of the advantage of becoming a Sourcewell Member. One of the core messages that we instill in our entire sales network is "Pitch the solution to your Member based on your competencies, ability to solve for desired solution, your reputation to execute well. Once you and the Member agree that your solution fits them best, then (and only then) discuss HOW to purchase the solution - Sourcewell being a great option. Do not sell Sourcewell first...close with it". We ask that Sourcewell continue to support Britespan staff training as well as our Dealer Network Staff. •Britespan Website prominently displays Sourcewell on a specific Sourcewell landing page (on all our corporate websites) with links to Sourcewell and tutorial videos. Many of our Dealers have also displayed and promoted Sourcewell on their websites. •Britespan references Sourcewell using #Sourcewell on our Member project promotions on all Social Media, as well as specific social media posts highlighting our Sourcewell Vendor status. •Britespan sends invitations to Sourcewell University events for staff & dealers to attend & Network. We feel it is important for Sourcewell to continue to offer these events! •Britespan (as a Vendor) has engaged other Sourcewell vendors for collaboration - specifically NCL Lending who is also a Vendor. •Britespan Staff & Dealer Sales include links routinely on emails to prospective & current Members promoting Sourcewell as an option for purchase process. •Britespan and it's dealers display Sourcewell Logos on our literature for distribution electronically and on print during tradeshow. •Britespan proudly displays the Sourcewell Flag during ALL public events!
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.	Our Products/Services are not currently available through an e-commerce platform.

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.	Britespan provides a Warranty & Maintenance Schedule for every owner. In this document, appendix T13-70-MaintenanceSchedule we outline the recommended upkeep to ensure long lasting performance. This maintenance and care guidance is strongly encouraged. Britespan dealers will also perform a final walk-through with the owner to ensure owner is well familiarized with the building and it's care plan. Installation instructions and construction drawings are included with every building order to keep the owner informed of detail design & finish requirements.

71	Describe any technological advances that your proposed products or services offer.	<p>In the Britespan fabric conversion plants, Britespan owns and operates its own destructive testing equipment - the Instron industrial system. This equipment allows Britespan to test both raw product as well as finished weld samples for tensile, peel, tear and shear values. Britespan tests its raw products and weld samples daily for performance and quality control. Britespan does not wait to hear about failures in the field to address production issues. Material that does not meet specification standards are quickly rejected from the production floor. See appendix T13-71-FabricTesting for details about policy and procedure.</p> <p>Britespan deploys a Virtek laser system in our fabric conversion facilities that cast the exact drawing of the end wall drawings onto the floor where the raw fabric lays - this is done to rapidly accelerate the operator's speed of conversion and exact match of intended drawings, but also eliminates human error from measuring or hand-drawing incorrectly.</p> <p>For individual "keder" panel covers, Britespan uses a specific welding machine that produces a 2" wide weld at the keder seam. Our in-house destructive testing reveals that a 2" weld vs the industry standard 1" weld yields an 80% increase in strength. In addition to this process, Britespan has coupled this welding process with "SeamVision" monitoring equipment that produces continuous analysis for standard automated systems like ours for a non-contact imaging and temperature measurement control.</p> <p>For monolithic covers, Britespan uses a specific welding machine to join raw fabric panels together to create the Britespan Building cover for maximum performance and reliability. The Leister brand "Uniroof 700" is the latest technology welding machine suited to weld thermoplastic membranes. With the Leister Quality System, the important welding parameters (temp, air volume and speed) are not only under control, but the welding quality is precisely documented. This provides Britespan an uncompromised level of control & historical data reference on every cover produced in order to maintain highest quality production output.</p> <p>In our steel production plant, Britespan has deployed multiple robotic welding stations that produce smaller, highly repetitive parts. This strategy not only speeds up production, but provides exceptional precision for small parts production.</p> <p>Hot Dip Galvanizing: Britespan is 100% committed to only producing truss frames that are galvanized after the welding/fabrication process is complete. Trusses that are galvanized prior to welding will have a significant defect on the interior of the tubing - burned raw areas that will rust. This affect cannot be re-treated and will deteriorate in the field. See appendix T13-71-HotDipGalv for a visual explanation of why trusses must be galvanized only after they are welded. Hot Dip Galvanizing provides 3X thicker coating and 9X stronger bonding to the steel truss providing an incredibly durable finish for long life expectancy.</p> <p>Britespan has developed a very wide spectrum of truss profiles and shapes. See appendix T2A-10-ProfileDrawings for all stock profiles. This selection of profiles has grown dramatically to meet popular demand for capacities, vertical clearances, sidewall heights and pricing efficiency. Many of our profiles have multiple leg height options as well as an (A-light) and (B-heavy) series load rating so that jobsites with lower snow/wind loads don't have to purchase a building designed for heavier snow/wind demands. Truss profile array allow the designer to select the exact truss at desired truss spacing to meet the project's objectives at an effective price!</p> <p>Technical design & engineering is a core competency in this industry. Oftentimes, correct design and engineering can be the difference between a typical structure and an exceptional performance building with extended life expectancy. Britespan uses 3D Non-Linear Finite Element Analysis to ensure that all components, connections exceed design requirements. Britespan also uses software "Solid Works" and "Ram Elements" to model ALL components in three dimensions prior to fabrication to ensure that our "fit-and-finish" of a final product is exactly what we intend. 3D modeling reveals unintended consequences that could unfortunately appear in the field during installation.</p> <p>Collateral Loads: Many times, our customers require the ability to hang equipment from our trusses. Britespan says "yes"! Our technical design team can integrate collateral loads like conveyors or HVAC equipment to be supported from our frames. It is incredibly important that the customer knows its building was designed for these collateral loads in order to prevent failures and voiding warranties.</p>
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72	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) values that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Living Wage Company, Ontario, Canada. These employers recognize that paying a living wage constitutes a critical investment in the long-term prosperity of the economy by fostering a dedicated, skilled and healthy workforce. See appendix T13-72-OLWN Employer Certification</p> <p>Britespan Building Systems has also created the "Community Engagement Team" - established by Britespan in 2019 with a mandate to support the local community by way of sponsorships and donations. The CET network has a direct impact on local community through means such as Hospice, Breakfast School Programs, Big Brother & Big Sister, Food Drives, and Clothing Drives to name a few.</p>	*
73	Discuss your proposed product line in terms of sustainability and recycling.	<p>Sustainability in Manufacturing is important to Britespan. Our facilities have invested in energy conserving/renewable practices such as auto-dimming/motion sensing lighting throughout offices, the elimination of unnecessary packaging, LED Lighting, and recycling program for consumables in the workplace. Our staff has also dramatically increased the use of the virtual workplace (virtual meetings) instead of unreasonable miles in cars & planes. Our production stations have exemplary maintenance programs to avoid unscheduled work stoppages, as well as reduce energy bleeds from things like leaking compressor equipment. Quality Control has had a real impact on reducing production energy; less rework = less energy consumed, and lower scrap rates.</p> <p>Our products are also aligned with sustainability. All of the steel content in all of our buildings are 100% recyclable, and so is our HDPE fabric membrane. No need to fill landfills with anything we ship to our customers.</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>Britespan's partnership with Intertape Polymer Group (IPG) to supply the raw High Density Polyethylene fabric brings to the Britespan offering the eco-label of C2C Certification for the membrane envelope. See appendix T13-74-C2C Certification.</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>(Dealer) T2 Contracting - Veteran Owned Business - Appendix T13-75-T2CVE</p> <p>(Dealer-level Transportation) Allen & Daughters Trucking LLC - WBE Appendix T13-75-ALLEN</p> <p>(Precast Concrete Supplier) Interstate - MBE - Appendix T13-75-Interstate</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>LEAD TIMES: One of the top 5 concerns raised by our Sourcewell Members is delivery lead time once an order is placed. Britespan is fully committed to meeting our customers needs - because of this we carry approximately \$15M of stock at our facilities to provide the deepest inventory levels possible and fastest response time for new orders. Our current lead times for buildings up to 300 feet long are as follows:</p> <ul style="list-style-type: none"> •Replacement Covers - Mono Covers 2 weeks •Replacement Covers - Keder Covers 3 weeks •Liner Packages - 3 weeks •Container Top Series Buildings - 4 weeks •Atlas Series Buildings - 7 weeks •Super Atlas Series Buildings - 12 weeks •Apex Series Buildings (65-80 wide) - 8 weeks •Apex Series Buildings (100 wide) - 12 weeks •Magnum Series Buildings - 10 weeks •Easy Access Series Buildings - 8-12 weeks •Genesis Building Series - 12 weeks •Epic Series Buildings - 12 weeks <p>Multiple Fabric Conversion Facilities:</p> <p>Britespan Building Systems owns and operates fabric membrane production facilities in both Canada and the United States. Because of this, we are able to provide our Sourcewell Members with highly competitive delivery times as well as reduced freight costs by eliminating cross-border transportation costs.</p> <p>Installing Dealer Network:</p> <p>Tension Fabric Structure (TFS) manufacturers have really two viable options for distribution: 1) Direct to Consumer, 2) Dealer Distribution. Although option 1 provides the manufacturer with higher profit margins because the transaction is one-step to the consumer, the manufacturer is challenged to acquire all of the talents, human assets and competencies that experienced General Contractors have. Some examples</p>	

of these things are contractor's licensure in each state/province, install crews that are on payroll (not 3rd party), and more importantly, relationships with sub contractors in those local markets for things like concrete work & foundations. Unfortunately, manufacturers who attempt to 1-step to the consumer often times "push" those difficult competencies off onto the client to fulfill using a 3rd party. When bringing together a building + foundation + project management, no one wants to get into a finger-pointing game when something goes wrong. In those cases, it is normally the owner who is left responsible.

Britespan embraces the Dealer model. We travel great lengths to find & partner with professional General Contractors who are already expert level at construction - and all of it's disciplines. From pulling permits to on-site supervision, General Contractors are in the business of total project management and follow-through. Britespan also realizes that local General Contractors who know their own states/regions are adept with understanding current market climates, best practices, regional conditions, and Sourcewell Member's expectations. Local general contractors have earned a great reputation with their marketplace and understand local businesses/governments, and Sourcewell Members can feel highly confident working with a company who knows understands these needs - not have to worry about which random 3rd party install crew will show up and if they will be around after the job if anything needs attention. A trusted source is as important as the quality of the product.

Fabric Conversion Plants - The most state of the art fabric conversion facilities in the industry. Every fabric building needs a fabric membrane covering. Manufacturers choose to either produce those covers in-house, or "farm it out" to a vendor. Britespan demands control over the quality & performance of every cover we install on our buildings, and have been committed to producing our own covers in our own facilities. The Britespan conversion plants (in Wingham ON & Michigan USA) yield the highest quality control while at a high rate of output because of the following measures in place:

- All employees that work on our fabric conversion floor are trained no less than 160 hours in practical application before becoming responsible for producing work.
 - Both production facilities are dedicated to fabric conversion only. HVAC controlled with specific air filtration systems to keep interior environment as clean as possible for daily production.
 - In-house, destructive testing is conducted daily on both the raw product brought into inventory, as well as each shift's production work to ensure that no defective product leaves the floor each day. The Instron Testing Machine is used for these evaluations of the fabric and the welds. See appendix T13-71-FabricTesting for details about policy and procedure.
 - Fabric welding systems include "in-line vision" systems for 100% monitoring of weld temperature and specifications.
 - Fabric panels with "keder" connections are required to have a 2" weld without exception. A 2" weld, as shown in our 4-hour destructive testing, yields an 80% strength gain.
 - Keder ropes are both welded and sewn into the fabric to guarantee elimination of deformation during installation.
 - Britespan deploys a Virtek laser system in our fabric production facilities that cast the exact drawing of the end wall drawings onto the floor where the raw fabric lays - this is done to rapidly accelerate the operator's speed of conversion and exact match of intended drawings, but also eliminates human error from measuring or hand-drawing incorrectly.
 - Britespan uses a specific welding machine to join raw fabric panels together to create the Britespan Building cover for maximum performance and reliability. The Leister brand "Uniroof 700" is the latest technology welding machine suited to weld thermoplastic membranes. With the Leister Quality System, the important welding parameters (temp, air volume and speed) are not only under control, but the welding quality is precisely documented. This provides Britespan an uncompromised level of control & historical data reference on every cover produced in order to maintain highest quality production output.
- Inventory: Britespan has exceeded all of our competitors with our commitment to inventory. Steel shortages, spring/fall ordering rushes can cause untenable delays for construction projects. With over \$15,000,000 of stock inventory on the ground at our production facilities, this enormous dedication to our customers empowers Britespan to stay on track with lead time expectations. We saw competitors stretch out as far as 1 year lead time over the past 36 months - something we are committed to preventing for our customers.

Britespan has implemented a Data Asset Management Program (DAM) called CANTO in order to centralize our digital assets for company wide access and document control. This serves as our "Dealer Portal" for all of our authorized dealers. In this platform, all of our internal staff and external dealer partners can log in with credentials to access a searchable spectrum of assets from digital photo/video files, structural drawings, technical update memorandums, certification documents, specification documents, warranty statements, technical memorandums and updates. This platform dramatically improved our network's competencies of delivering accurate, broad spectrum, updated information to our customers. Think of having a "google" search engine that houses all of your company's assets in one place. It has also served as a very efficient conduit for submission of warranty certification applications, production requests, real-time shipping availability, and a full catalogue of instructional & training videos as our network grows with new staff. This portal significantly increases speed, accuracy, and breadth and depth of information available to all our customers.

Britespan operates both the steel fabrication plants and fabric conversion plants under the same management for matching quality control and continuous improvement strategies. Many of our competitors do not operate both segments of this business - giving up control of quality/CI in one case or the other.

ISO 9001:2015 Certification: Why is ISO9001 certification so important for manufacturers? It helps businesses and organizations to be more efficient and improve customer satisfaction. ISO standards are globally recognized, which allows for a consistent framework for quality management regardless of where your company is located. The certification program boosts employee engagement. The standard requires businesses to use "risk-based thinking" to identify and control any risks inherent to operations and re-evaluate them regularly. See the full publication in appendix T13-76-ISO9001. Britespan achieved ISO 9001:2015 certification in 2022.

Health and Safety Policy: Britespan prides itself on the establishment and ongoing commitment to our employee's Health and Safety. The policy shown in appendix T13-76-HealthSafetyPolicy was developed in concert with OSHA 25(s) (j) and the WSIB Workwell Requirements.

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>Britespan Warranty Statements are viewable in appendix T14A-77-20YRWarranty, T14A-77-25YRWarranty, T14A-77-ReCoverWarranty. Britespan warranties cover Britespan components manufactured by Britespan Building Systems. Labor is not included in the coverage. The warranties are transferable to new owners. Our replacement covers, for any manufacturer, are warranted for 20 years.</p> <p>•Warranty Registration must occur within 90 days of building installation. See warranty statement for details. Registration includes prescribed pictures and project information data.</p> <p>•To initiate a claim, the owner may contact Britespan at 1-800-407-5846 with any identification of original building sale (Owner Info, Stock Order Number, Certificate of Warranty statement). Britespan administration and Warranty Claims department will engage the owner with a request for pictures, documentation and claim explanation to begin the process and execute the claim procedure.</p>
78	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Britespan does not impose usage restrictions, however, there are liability limits listed in the documents. Britespan strongly encourages customers to engage with with our staff to investigate and deploy design and installation strategies that reduce or eliminate issues that contribute to unintended damage or failures.
79	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Britespan warranties do not cover the expense of technician's travel time or mileage to perform warranty repairs.
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?	Britespan is pleased to provide service coverage for all of North America to include Alaska and Hawaii. For warranty claims or non-warranty service, Britespan not only has a robust dealer network across North America, we also have industry partners that we can contract with for the most remote locations to provide warranty/service support under Britespan direction.
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?	Britespan is capable of providing service for non-Britespan projects - especially fabric replacement. Britespan is not able to "warrant" any other manufacturer's products. If the issue is a legitimate warranty claim for a non-Britespan product, the owner will need to submit a claim to that manufacturer.
82	What are your proposed exchange and return programs and policies?	Britespan Buildings are very specific to site loads & structure design. In the event that a Member needs to exchange or cancel an order, Britespan will assess the nature of the order and make every effort to absorb the order with minimal restocking fee. Some custom building may not be returnable.
83	Describe any service contract options for the items included in your proposal.	All Sourcewell Members may, at time of building order, include an annual preventive maintenance contract agreement as an add-on.

Table 14B: Performance Standards or Guarantees

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

Line Item	Question	Response *
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84	Describe any performance standards or guarantees that apply to your services.	<p>In Britespan's view, performance is more than just getting product out the door. There are multiple aspects - our three top deliverables are 1) Safety - goal being 0 lost time incidents, 10% improvement year-over-year in reported first aid events. 2) Quality - our extensive process improvement are revisited weekly through our Master CI Goals & KPI reviews, 3) Efficiency - less error yields faster production, less waste and overall better performance outcome for our customers.</p> <p>Performance standards relating to Britespan warranty are codified in the warranty statements and outlined in detail within the installation manuals & structural drawings issued with each building order.</p> <p>Additionally, we issue full specifications in writing regarding detailed performance standards and guarantees in Building Division 13 (Special Construction) as shown in example appendix T5-33-SampleSpecification</p>	*
85	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	Service standards relating to Britespan warranty are outlined in Appendix T13-70-MaintenanceSchedule document.	*
86	Describe the methods or techniques that impact the durability or longevity of your product.	<p>Britespan provides exceptional detail of methods and techniques for installation that greatly impact the durability and longevity of our products. See an example of an Installation Manual in appendix T14B-86-InstallManual.</p> <p>Our Post-Production Hot Dip Galvanizing (HDG) finish dramatically extends the service life of our structures. There is overwhelming evidence that HDG finish outperforms pre-galvanized steel.</p> <p>Britespan has designed and fabricated our truss frames/purlin connections with specific design intention to mount purlins located far enough away from the membrane envelope so they do not create snow-load traps. We have documented poor designs in the industry that create unintended collateral loads by snow not being able to slide off the membrane shell because of purlin locations being mounted too close to the fabric.</p> <p>Britespan also only uses 1-piece purlins - manufactured to correct length and double bolted to each truss frame in order to provide maximum resistance to loads throughout the structural frame. We have seen failures in lessor designs where a telescoping 2-piece purlin was used in order to reduce MFR inventory requirements.</p> <p>Britespan only uses cable assemblies with turnbuckles and bolt connections that are produced specifically for exact bay placement required. We have witnessed failures in the industry when a roll of cable is sent to the jobsite and left to the installer to field cut & fit by hand. It is critical that cable assemblies play an integral role in concert with all other frame members to resist loads applied to the building by external forces.</p> <p>The fabric membrane on these TFS buildings are tensioned over the truss frames. The manner in which the fabric is tensioned is critical. Inspection of actual forces in terms of uplift can reach thousands of pounds of pressure applied to termination equipment. Britespan only uses 10,000lb rated winch blocks to secure covers onto the building system - regular ratchet straps will not perform under high stress event conditions.</p> <p>Britespan designs and provides solutions for preventing premature wear of fabric membranes against steel frames. Every Britespan building has a polyethylene buffer between the cover and the truss to extend the lifespan of the fabric cover. Buildings with individual bay "keder" panels are also fixed into keder tracks on each truss to prevent the fabric from wear points across the truss frames.</p>	
87	Describe your quality control and assurance process.	<p>ISO 9001:2015 Certification: Why is ISO9001 certification so important for manufacturers? It helps businesses and organizations to be more efficient and improve customer satisfaction. ISO standards are globally recognized, which allows for a consistent framework for quality management regardless of where your company is located. See the full publication in appendix T13-76-ISO9001. Britespan achieved ISO 9001:2015 certification in 2022.</p> <p>Britespan has a clear focus on performance evaluation and continuous improvement (CI). We have structured this focus with a designated CI team, weekly meetings, metrics established, and clear deliverables for all employees. Regular reviews and documentation occur to mark progress and reveal opportunities for improvement. This focus is not only limited to physical production areas, it is also applied to technical design, engineering, sales & marketing, logistics and administration units. When there are workflow faults or defective outcomes, our goal is not limited to fixing the individual issue, it is to resolve the process that allowed it.</p>	

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

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

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - T4-22-PriceList.pdf - Thursday June 29, 2023 15:16:47
 - [Financial Strength and Stability](#) - Britespan Financial Strength and Stability.zip - Thursday June 29, 2023 15:32:59
 - [Marketing Plan/Samples](#) - Marketing Plan Samples.zip - Thursday June 29, 2023 15:20:15
 - [WMBE/MBE/SBE or Related Certificates](#) - WMBE MBE SBE Certificates.zip - Thursday June 29, 2023 13:56:52
 - [Warranty Information](#) - Warranty Information.zip - Thursday June 29, 2023 15:23:58
 - [Standard Transaction Document Samples](#) - Britespan Standard Transaction Docs.zip - Thursday June 29, 2023 15:32:27
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Britespan Additional Documents.zip - Thursday July 06, 2023 13:20:34

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. - Steve Burke, Vice President of Finance , Britespan Building Systems Inc

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

Yes No

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

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

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