

**MASTER AGREEMENT #092325****CATEGORY: Open Air Structures with Related Equipment and Services****SUPPLIER: Poligon by PorterCorp**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PorterCorp, 4240 136th Street, Holland, MI 49424 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 7, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #092325 to Participating Entities. In Scope solutions include:
 - a. Open air structures, such as pavilions, gazebos, shelters, band shells, amphitheaters, walkway covers, shade structures, transit stops, and dugouts; and
 - b. Complimentary equipment, accessories, and services related to the solutions described in subsections 1. a. above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
 - i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

xiii) **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.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) 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.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

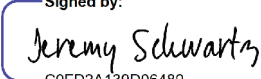
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcwell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcwell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcwell

PorterCorp

Signed by:



C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 11/5/2025 | 10:38 AM CST

Signed by:



D6D3DE7954FD4B5...

By: _____

Jesse Pfeifer

Title: Director Sales & Marketing

Date: 11/5/2025 | 9:30 AM CST

RFP 092325 - Open Air Structures with Related Equipment and Services

Vendor Details

Company Name: PorterCorp

Does your company conduct business under any other name? If yes, please state: Conduct business under the brands Poligon and CEAS+

Address: 4240 N. 136th Ave
Holland, MI 49424

Contact: Jesse Pfeifer

Email: jesse.pfeifer@portercorp.com

Phone: 360-405-2334

Fax: 616-399-9123

HST#:

Submission Details

Created On: Wednesday August 13, 2025 09:47:10

Submitted On: Thursday September 18, 2025 12:24:11

Submitted By: Jesse Pfeifer

Email: jesse.pfeifer@portercorp.com

Transaction #: 320c8721-b511-4923-b2b2-d7ecaf64e2db

Submitter's IP Address: 147.243.202.201

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	PorterCorp	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Poligon a brand of PorterCorp.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE code – 9J303 SAM code - N2MCHEV1PDG4	*
5	Provide your NAICS code applicable to Solutions proposed.	332311	
6	Proposer Physical Address:	4240 136th Street, Holland, MI 49424	*
7	Proposer website address (or addresses):	www.poligon.com www.portercorp.com	*
8	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):	Jesse Pfeifer, 4240 136th Street, Holland, MI 49424. Director Sales & Marketing Jesse.Pfeifer@portercorp.com 360-605-2334	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Pfeifer, 4240 136th Street, Holland, MI 49424. Director Sales & Marketing Jesse.Pfeifer@portercorp.com 360-605-2334	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Julie Carley Sales and Customer Success Department Manager 4240 136th Street, Holland, MI 49424 Julie.Carley@portercorp.com O: 616-888-3520 M: 616-403-9014	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
-----------	----------	------------

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>PorterCorp has been manufacturing shelters since 1964 and was the original manufacturer to provide an easy to assemble, bolt together shelter that eliminates bird nesting and exposed anchor bolts. The Polygon brand is the leader in shelter manufacturing and is the most specified product throughout the United States and Canada. PorterCorp (the parent company) is owned by Playcore that believes in providing dynamic play and recreation opportunities through innovative design, by empowering employees, through dedicated customer support by our 35 dedicated manufacture sales representatives who have completed over 50,000 installations. Polygon is a brand of PorterCorp, the most specified shelter manufacturer in steel, wood and fabric. Polygon believes in offering a variety of open-air structures in various materials (steel, wood, fabric) allowing the customers to select the best solution for their environment. Our 160 employees are dedicated in manufacturing the highest quality of open-air structures that are done right, on time and exceed customer's expectations.</p> <p>PorterCorp business philosophy: When a park is created, so too is a community's image. These spaces become destinations, landmarks, and visual calling cards for years to come. Successful park development addresses many considerations to create a functional and inviting locale that gives communities a place to relax, play, make memories, and take pride in. Each site calls out for its own shapes, colors, and design. Park structures can be designed to follow along with surrounding architecture or lead the way with a bold direction of their own. Examples of both aesthetics can be seen in our catalog. As you browse through it, it assists customers in creating the ideal park setting for their community.</p> <p>Just as each site is distinctive, there are no "stock" buildings at PorterCorp. Each building is custom made to customers' requirements and geographic building code. Customers select shapes, colors, ornamentation, roofing and special features. Computerized and automated manufacturing techniques speed this process up, while keeping costs and the price down.</p> <p>Since 1964, we at PorterCorp has been committed in providing a better way to create individually tailored parks, schools, churches and other markets that communities can be proud of. For today and for future generations, we do our best to make customers proud to not just have a 'shelter', but to have chosen a Polygon.</p> <p>PorterCorp's mission statement and guiding principles: Our Mission is to profitably grow our business by passionately providing dynamic play and recreation opportunities through innovative designs, empowered employees, and dedicated customer service.</p> <p>Guiding Principles:</p> <ol style="list-style-type: none"> 1) We must provide top quality as perceived by the customer. We will provide superior service with emphasis on our intangibles, fasted by extraordinary responsiveness. 2) We must pursue fast paced innovation. To assure us of this, we will invest in application-oriented small starts and will encourage pilot runs. 3) We will create a corporate capacity for innovation. We will need to incorporate creative swiping (not invented but reinvented here). We must use word-of-mouth marketing and support committed champions. 4) Fast failures: if it doesn't meet our objectives or our quantitative innovations goals, we must move on and take what we learned and apply it to the next pilot. 5) We must pursue self-managed teams – involve everyone in everything. 6) We must listen/celebrate/recognize. We must create and maintain greatness by training and retaining in a systematic, structured manner. 7) We must lead by empowering our team members. We must pay attention – listen, listen, and then prescribe the solution. 8) Evaluate everyone on their love of change. Create a sense of urgency – do it right, do it right now. 9) We must measure what's important, revisit the chief control tools, and decentralize information, authority, and strategic planning. 10) We must demand total integrity and know that we each must earn the right to be part of the team each day. <p>Finally, we always strive in Delighting the Customer!</p>
12	What are your company's expectations in the event of an award?	<p>PorterCorp became an awarded member in October of 2010. Our sales and distribution teams have used the cooperative contract as a major sales tool for 15 years and have seen our sales increase steadily since the contract award. We have built a partnership with Sourcwell and cooperative purchasing that has exceeded our expectations. We believe by working together we can continue to increase the purchases made by Sourcwell members for continued growth and success in the US and Canada.</p> <p>We look forward in continuing to educate and train eligible Sourcwell members and our PorterCorp Team of the benefits of cooperative purchasing and Sourcwell. Sourcwell has become an important part of our sales strategy, and we want to continue its growth in total sales.</p>

13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	As of September 2025, PorterCorp has been in business for 61 years. During that time, we have grown our core business, by creating new products building the most recognizable brand in the shelter industry and have grown through acquisitions and product expansion. For the past 30 years, we have produced positive operating income without exception. PorterCorp is owned by Playcore a multi billion dollar business serving the park and recreation market with through multitude of companies. (reference confidential document in financial strengths and stability folder)	*
14	What is your US market share for the Solutions that you are proposing?	Poligon currently estimates our US market share between 40-50%. No other competitor comes close to our brand recognition and market share. As of the last review over 2024 Poligon was the most specified shelter product by architects.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Poligon currently estimates our Canadian market share between 45%-55%.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	PorterCorp has never been petitioned for bankruptcy protection.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PorterCorp is a manufacture of open-air structures and structural insulated panels. Poligon has been selling through its exclusive rep/dealer channel in the park and recreation and educational markets since 1976. Many of our dealers are family business who have been representing Poligon for 2 or 3 generations. Our dealers are the most established, competent, loyal, customer service driven team in the industry. Poligon is the premier brand in open air structures allowing us to align ourselves with the premier dealers. All PorterCorp's reps and dealers are independently owned and operated. In addition to the sales and service force PorterCorp reps and dealers are considered an extension to our company. We work closely together to provide exceptional service to all Sourcewell members. The reps/dealers play in important roll in providing project management, customer service and installation services in order to provide a total turnkey solution for any open-air structure. 90% of PorterCorp's dealers are also selling playground equipment and other park related products (Playpower, Landscape Structures, Sof Surfaces, Rain Drop, Greenfields, etc.) held by a Sourcewell contract making them more valuable to Sourcewell members.	*
18	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.	Certifications: AISC Building Fabricator valid through 7/31/26 (see certifications folder). We are the only shelter manufacturer to receive this coveted quality certification. PCI 4000 through 9/21/2025 (see certifications folder) We are the only shelter manufacturer to receive this coveted quality certification. LEED AP professional on staff. 12 on staff professionally licensed engineers that continuously maintain many state licenses allowing us to stamp engineering documents in all 50 states. In the unlikelihood that a specific certification or license be required that we do not possess in house, we utilize our network of consultants to ensure compliance with any certification that may be needed. 18 AWS certified welders. Ability to sell product that meet following criteria: Buy America and Buy American. (See Buy America certification letter in certifications folder) Professional 6 SIGMA Black Belt on Staff. Approved Fabricator for the following: City of Houston City of Los Angeles City of Phoenix Clark County Miami Dade County City of Riverside State of Utah	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	PorterCorp has not been the subject of any suspensions or disbarment.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<ul style="list-style-type: none"> - PCI 4000: Powder Coating Institute - AISC: American Institute of Steel Construction - Community Build initiative with NRPA: Poligon has participated in NRPA's community build project. See additional info and testimonial: - The City of Orlando would like to express our sincere gratitude for your donations to help us make Grand Avenue Park a wonderful addition to our community. We produced a video for the NRPA conference to highlight the park. The video was shared by NRPA on its conference page, but I wanted to share the link again with you. https://spaces.hightail.com/receive/v37HcgDqnQ/fi-4cf68c39-9c35-412d-8fd5-88e4c6342bcf/fv-10a218f6-7b3a-47f9-bd77-951230b91304/Grand%20Ave%20Improvements%20Video%20v2.mp4 Thanks so much for all you're doing for us. Ken Pelham, Landscape Architect, RLA, LEED-AP City of Orlando Families, Parks, & Recreation Department 	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approximately 87% Poligon's current national sales are to the government sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Approximately 10% Poligon's current national sales are to the education sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	PorterCorp does not hold any other cooperative purchasing contracts besides Sourcwell. We feel holding one contract allows our dealer network and inside sales team to focus on a single program to properly market and communicate the details for such program in an effective manner. We feel it is in our customers best interest to support a cooperative purchasing contract operated by a government entity that adheres to legal criteria of a bid contract and is widely accepted across multiple government and nonprofit platforms. We were recently awarded the CMAS contract in the state of California which utilizes the Sourcwell contract as its basis. These sales are realized under our Sourcwell agreement.	*
24	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?	PorterCorp does not hold any GSA contracts, nor does it hold any Standing offers and Supply Arrangements (SOSA).	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
San Mateo Foster City SD	Bob Price	650-312-7499	*
City of Murray UT	Kim Sorensen	801-264-2614	*
Town of Cortlandt	Michael Preziosi	(914)-705-3983	*
Town of Greece	Peter O'Brien	585-720-2934	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
-----------	----------	------------	--

26	Sales force.	<p>PorterCorps direct sales force is made up of the following:</p> <ul style="list-style-type: none"> - 1 Director of Sales & Marketing: Overseeing all sales management and marketing for all open-air structure brands, including the management of all Poligon reps and outside sales activities. - 2 Regional Sales Managers working with the Poligon sales reps to train and pull product through the sales channels. - 1 Sales and Customer Success Department Mgr : Manages Sales Success team working on all presale activity for Poligon (quotes, drawings, product questions, coordinating customer meetings, etc). - 7 Sales Success Coordinators and Supervisors Working directly with Poligon reps and dealers assisting with all presale activity (quotes, drawings, product questions, coordinating customer meetings). - 1 Business Development Specialist: Working in the field with Poligon reps/dealers to acquire new business and customers by establishment of a sales pipeline. Also includes the requirement to grow and retain existing customers by presenting new solutions and services to clients. Directly involved with AIA and ALSA certified architects to drive specification. - 1 Sales Trainer: Dedicated to increasing our technical sales knowledge of internal and external team members to ensure we deliver a high level experience for our customers. <p>- In addition, we have an extensive dealer/rep network noted in question 27.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>PorterCorp has 35 Poligon dealers/ reps (see Poligon Rep Listing in additional docs folder) across North America including Alaska, Hawaii and Canada. These geographic regions are serviced exclusively by these Poligon representatives.</p> <p>PorterCorp has the most extensive and well trained rep organization in the shelter market. 90% of PorterCorp's rep groups sell a playground line that hold a Sourcewell contract, i.e. all the Playpower brands, Landscape Structures. Having this connection is vitally important since group is well trained and seasoned in the understanding of cooperative purchasing and Sourcewell making it easier to not only promote Sourcewell but to combine multiple products all under one contract.</p>	*
28	Service force.	<p>PorterCorp has over 60 service personnel used to assist customers and dealers to delight all our customers and Sourcewell members. The group is made up of accounting, engineering, drafting, order processing, sales support, outside sales, installation support and customer service.</p> <p>Specifically, we have 3 dedicated employees in installation support to assist customers during installation and to resolve any installation concerns that arise. These Team Members are factory trained and specialize in the understanding of how our open-air structures are designed, manufactured and installed and are well skilled in problem resolution. 7 FEQ's are in the Sales Success Team to service customers post PO placement. Rest of the team is made up of accounting, design, engineering support staff to provide service to customers. This is in addition to the 35 independent rep groups we have in the field providing direct support and service.</p>	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<ul style="list-style-type: none"> - Members work directly with PorterCorp's reps/dealer in conjunction with our Customer Success Team to establish open-air structure design, pricing, specifications and attributes. - Terms and purchase options using Sourcewell are presented to the customers outlining the benefits of cooperative purchasing. - PO received indicating Sourcewell contract number and member id. All relevant information is electronically entered through the web-based order portal by Poligon dealer/rep along with PO (see Poligon order form in standard transaction docs folder for information that needs to be entered). - Member orders can be placed either through their Poligon dealer or direct with PorterCorp. - PorterCorp Customer Success Team (CST) review electronic orders entered in ERP system and identifies the order as Sourcewell. CST has the ownership of managing the project. Since all documents are stored in our ERP system, we can produce accurate and timely reports. For more information regarding our reporting process refer to question 71 of this RFP. Pricing is verified along with member # and contract #. - Any missing criteria (colors, down payment, credit app, etc.) are then requested. Information must be received before order scheduling. - Sales order acknowledgment created and communicated to the Sourcewell member. Acknowledgment identifies it being a Sourcewell order along with estimated ship range, pricing, terms, PO number, sales attributes, etc. (see Sales order acknowledgment example in standard transaction docs folder) - At the end of each quarter sales are compiled based on shipments to Sourcewell members and communicated to Sourcewell within the first two days in the new quarter. Information is communicated using the provided Sourcewell Sales Reporting template. (see admin fee form in pricing folder) - Sourcewell orders are processed by the PorterCorp dealer or directly to PorterCorp. Most orders are processed directly to PorterCorp, however if the customer has a preference, then we will accommodate that request. Based on past performance 70% of the orders are processed directly by PorterCorp. Dealer processed orders are usually a result of additional park and rec related equipment being purchased and the member wanting to issue one PO. - If installation is part of the overall purchase, then PorterCorp prefers to do billing. This is not a requirement and are flexible regarding the order process based on a customer's interpretation of the contract documents and billing for installation can be handled by the Poligon dealer.
30	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>PorterCorp (Poligon brand) has over 300 dealer personnel and direct personnel dedicated to customer service in North America. We believe customer service starts with our first contact and continues even after the product is installed. Our experienced sales team will ensure the customer is well educated on the product they are purchasing. Once the order is entered our Sales Success Team project manages the order making sure we communicate deliverables (drawings, engineering, manufacturing lead times) as well as updating the customer on any additional requirements needed (down payment, credit app, colors, submittal approval, samples, electrical cutouts, etc.).</p> <p>Generally, first point of contact for any issue is our sales representatives and dealer to understand the project scope and issue in question. For installation or warranty related concerns, these are handled in the following manner:</p> <ol style="list-style-type: none"> 1. Poligon representative may be familiar with the issue and will handle themselves or get a proper response from the factory as required. 2. Customer Service issues relating specifically to installation or quality are directed immediately to the PorterCorp Quality Team. The quality members are always available and have smart phones for access beyond the normal hours of 8-5. Response times are within 24 hours, if one person is out or occupied there are two additional staff members available to step in. All conversations are documented with date, time, conversation and action item required. NCM (Nonconformance material report) (See NCM doc in Standard transaction and additional docs folder) is initiated, and entire customer issue is tracked in its entirety throughout the process until it is closed. PorterCorp has 9 structural engineers. If an engineering letter is required or a building inspector needs an on-site answer PorterCorp can provide response times usually less than 24hrs to resolve the matter in a quick and professional manner. 3. All drawings are kept in electronic format, issues are diagnosed quickly and efficiently if there is a field question. 3D CAD modeling is used to recreate the entire structure and to see what the customer is seeing. Each part is labeled and etched for proper identification. <p>NCM report generated by our Quality Department for any customer issue/concern/contact that occurs. (see NCM form in additional docs folder). Root cause analysis is done for each NCM by the PorterCorp quality department. All NCM's are tracked through KPI metrics and are reported to management monthly. The length of time to process issues will depend on the complexity of the problem and customer response time.</p>

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<ul style="list-style-type: none"> - We have the proven ability since we have been providing products and services for over 15 years to Sourcewell as an awarded member. - We certainly have the willingness. This is proven by our strong dealer network who not only sells Poligon but sells Playground equipment, also on the Sourcewell contract. We have a proven track record with over 20% of our sales being sourced using the Sourcewell contract. 	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Canada is an important part of our current business and is an area we want to continue to grow in years to come. We currently have a well-established sales, marketing, distribution and customer service program and process to service the Canadian market. We have a well informed and educated Team in Canada that can serve all provinces. Everything we provide to customers in the U.S. we provide currently to Canada. This includes pricing, product offering, marketing, ability to move freight easily across the border, handle any import duties/taxes and provide a turnkey program all the way through installation. Our dealers are well versed in moving product across the border, handling duties, converting marketing literature to French and providing installation for a total turnkey solution.</p> <p>We have yet to see significant purchasing requests from cooperative purchasing in Canada, however we do have a willingness and ability to pursue this market in the future given the right tools and support from Sourcewell. PorterCorp has a fully developed Canada program and offering that is available through Canoe as part of our submission.</p> <p>(See Canadian/Canoe Pricing program in the pricing folder)</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	PorterCorp can fully serve all Sourcewell members in all geographic areas through the proposed contract. PorterCorp is authorized to sell products and provide services in all 50 states and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None. Sourcewell members in all geographic areas will be fully served by our proposed contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None, we can distribute, ship, and service to all members in Hawaii, Alaska and in all US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes per our normal terms and conditions.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<ul style="list-style-type: none"> - Sourcewell brand identification on all our websites on home page that include: Steel, Fabric, Wood. Website home page identifies our affiliation with Sourcewell (see attachments of Poligon home pages in marketing folder). - Dedicated web page to Sourcewell, including contact info to Sourcewell, direct links to Sourcewell, video links, etc. (see attachment Sourcewell page in marketing folder). - Sourcewell brand identification on all published printed marketing materials, catalogs, brochures, etc. (see attachment Poligon cover and Poligon fabric cover in marketing folder). - Specific marketing PDF document for all brands promoting the benefits of cooperative purchasing and Sourcewell. (see attachment Sourcewell Awarded contract cut sheet in marketing folder). - All trade show events we fly the Sourcewell flag and have trained personnel to discuss the contract and cooperative purchasing. (see attachment CASH show in marketing folder). - PorterCorp attended H2O, have not missed an event for past 15 years. - PorterCorp personnel and their dealers attend GTKU events held in their specific regions. - PorterCorp personnel and their dealers attend Sourcewell University events held in their specific regions. - Include Sourcewell brand identification on all printed advertising materials in trade publications. (see attachment LASN Poligon ad in marketing folder). - Promote and provide educational training to our dealer network with quarterly distribution of our Rep Reporter. Note special section on Sourcewell in this issue. (see attachment RepReporter in marketing folder). - New rep training events at PorterCorp held twice per year. Allocating time in the agenda to train to reps and dealers regarding cooperative purchasing and Sourcewell. - Annual award given during National Sales meeting by Sourcewell Supplier Development Mgr. recognizing the dealer with most sales using our Sourcewell contract. - Over the years we have conducted virtual training events in partnership with Sourcewell to our rep and dealer base. 	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<ul style="list-style-type: none"> - Easy to navigate product listing on the website for customers to view specific models by application, including standard, modified or custom shelters. - Flickr photo link for customers and dealers to access a complete photo library. https://www.flickr.com/photos/144374304@N03/albums - Complete offering is shown on the home page to direct the customer to specific shade needs, fabric, wood, or steel. - Website login for customers to download an E-1 drawings (schematic drawings) in a variety of formats to place in their project plan. All standard buildings are available for download. - If a customer does not know what building they need you can go into a specific market segment (parks, schools, urban/government, aquatic centers) on the website to find shelter product made for that specific segment. - Polygon uses a web-based pricing system (Quest-new since last contract submission) that can provide immediate pricing to Sourcewell members for all standard and modified products representing 75% of the total business sales. Quest also acts as our dealer portal to aid our reps and dealers with tools to better serve our customers in a timely and efficient manner. - We monitor and update our Facebook page. https://www.facebook.com/PolygonStructures/ - Metadata from our website drives a lot of our new product development and key word development for websites and architectural platforms. - CAD Details is an internet-based tool to facilitate CAD drawing downloads along with technical and specification data at no cost to the user. https://www.caddetails.com/ - Email correspondence sent to customers on a regular basis promoting new products and services. 	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>PorterCorp anticipates that Sourcewell will continue to promote Polygon products, services to their members through their website, social media, trade shows, and publications. The leads we currently get from these platforms are reliable and are quickly acted upon. We expect Sourcewell to continue to support our sales teams by answering questions from members regarding Sourcewell, the cooperative purchase process and other legal information. Having worked with Sourcewell and their Supplier Development Managers I have found them helpful, easily accessible, prompt in response time and overall willingness to help the government, nonprofit agency and contract holder. We want Sourcewell to continue to promote their contracts through local and state government legislation.</p> <p>Much like Sourcewell, we strive to be the preferred quality solution provider for open air structures. Creating an environment that showcases PorterCorp and our product/service offering is highly important to current members' confidence in purchasing off our contract, as well as future members that we seek to bring into the cooperative.</p> <p>Over the last 15 years PorterCorp has successfully integrated Sourcewell into our sales process which is evident by our growth and longevity with Sourcewell. We have done this through a commitment from our entire organization which is followed by training, prompt service, education, marketing support and continued communication with Sourcewell. We look forward in continuing to educate the PorterCorp Team and eligible members on the benefits of Sourcewell.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Polygon's custom design and engineered to order shade and shelter products and services they are not available through a e-procurement ordering process. However, our products do allow us to participate in limited scope in Sourcewell's "Buy Sourcewell" ecommerce web-based portal.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Polygon offers a 1.5-day Installer Certification program for installation companies to complete. Upon course completion Polygon certifies that individual/company uses best practices when installing a Polygon shelter. This is important to Sourcewell members knowing they have access in contracting with a Certified Installer assuring our products are installed in accordance to the manufacture's specifications. Training is optional and the course has a minimal fee of \$50 per person (which includes lunch, training materials, 1 night hotel. certificate, and a Certified Installer outerwear.</p> <p>(see Certified Installer requirement application Certified Installer Certificate in certificates folder)</p> <p>Under the PorterCorp brands we offer 3 AIA and ASLA approved HSW CEU courses. These courses can be taken online, virtually or conducted in person by PorterCorp personnel or it's dealers. The training is optional and there is now cost for the certification.</p>	*

42	Describe any technological advances that your proposed Solutions offer.	<ul style="list-style-type: none"> - PorterCorp has an online pricing system (Quest) that can quickly price all catalog products literally in seconds. It can also provide the corresponding building code and can quickly adjust pricing to adjust for wind load, snow load, building height, paint finish roof types, etc. - Poli-5000 paint finishing system (see Poli-5000 specs in additional docs folder), the most durable paint finish in the shelter market. We also offer other unique finishes not normally available in our market (Antiquity finish, hot dip galvanized only or powder coat over galv -or duplex coating). - All CNC programed equipment based off a CAD model, eliminating the chance for mfg. errors. - Relatively new ERP system to better manage process, projects, scheduling, mfg., reporting, order entry, quality, maintenance, etc. Phase two for integration with customer experience was completed in 2023. - New 3D rendering software that converts a Solidworks model to a realistic open-air structure that can be placed into a site photo giving the customer a realistic representation of our structure on their site. - All schematic and engineering drawings use 3D Solidworks software allowing customers to see their design in a 3D colored model as well as having the ability to easily convert it to multiple file formats. <p>By leveraging our consultative approach with our engineering/design and sales teams we strive to create product solutions that meet the needs of our customers, and continually bring many new product offerings and modifications to the market. Every year our new products and innovation team meet and introduce new ideas. This allows us to enter new market segments as well as making our product easier to install, which in turn creates a lower installed solution for Sourcewell members.</p>	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>PorterCorp is committed with its leadership and actions to protect the environment with the implementation of programs, manufacturing of sustainable guidelines. We focus on minimizing the emissions to air, water and land through programs that reduce pollution that harm the environment while conserving energy.</p> <ul style="list-style-type: none"> - Installed LED efficient technology lighting throughout the office and manufacturing plant. - On site waste management in the office and manufacturing which includes recycling of scrap materials (steel, foam, paper) and other packaging materials. - Baler in plant for recycling of cardboard, - Non reusable electronic components are recycled through a certified recycling center. - Use of a powder coating paint finishing system producing 0 VOC emissions and is more environmentally friendly than liquid paint, e coat primer and zinc rich primer systems. - PorterCorp is a manufacture of SIP panels used in the construction of zero energy homes - Reclaim 100% of powder from prime coat booth and reuse. - Published dealer listing of recycle centers where customer can dispose of fabric tops. <p>(see fabric recycle centers in additional docs folder) (See LEED doc in certifications folder)</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Certifications:</p> <p>AISC Building Fabricator valid through 7/31/26 (see document in certifications folder)</p> <p>PCI 4000 through 9/21/2025 (see document in certifications folder)</p> <p>LEED (Leadership in Energy and Environmental Design) is a national standard developed by the United States Green Building Council to certify sustainable buildings. LEED buildings can help save energy, conserve resources, protect occupant health, and improve owners bottom lines. PorterCorp products can assist a member's project in meeting LEED certification in the following areas:</p> <p>PorterCorp has a LEED AP professional on staff.</p> <p>Sustainable Sites, Alternative Transportation Bicycle Storage, 1 credit</p> <p>Sustainable Sites, Heat Island Effect/Roof, 1 credit</p> <p>Sustainable Sites, Heat Island Effect/Roof, 1 credit</p> <p>Material and Resources Credit, Construction Waste Management, 1-3 credits</p> <p>Material and Resources Credit, Recycled Content, 1-3 credits</p> <p>Indoor Environmental Quality, Environmental Tobacco Smoke (ETS) Control Prerequisite 2, required.</p> <p>(See LEED document for further specifics in certifications folder)</p> <p>Ability to sell product that meet following criteria (Buy America and Buy American).(See Buy America certification letter in certifications folder)</p>	*

45	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>Poligon by PorterCorp open air structures provide a custom designed, engineered to order product to your specific site, that is stamped by an engineer for your specific state, to a specific building code from foundation to the steel frame to roof deck.</p> <p>The metal frame and finish come with a 10-year warranty utilizing PorterCorp's in house Poli-5000 powder coat paint system. The metal roofing is supported with a 20-year material and finish warranty. The fabric is supported with a 10-year performance and color warranty.</p> <p>We support a process that we refer to as DEFI, we DEFI conventional construction by offering Sourcewell members open air structures that we:</p> <p>D (Design): Provide design assistance that is free to the member. We can literally take a napkin sketch and develop a full 3D rendering of the customers vision.</p> <p>E – (Engineer): With a host of engineers on staff we not only provide fully stamped drawings and calculations for a specific site, but we can also engineer the footing. By having in house engineers, this affords us the opportunity to have constructive programming calls direct with customer to discuss their specific project details, specifications, soil conditions and any other outlying attribute that may affect the performance on our structure to a specific site location. During the engineering and design phase we also provide dynamic pricing as the project evolves, which is an efficient way of keeping everyone informed and to keep the project within budget.</p> <p>F - (Fabricate): PorterCorp design includes a prefabricated kit of primarily steel tube knocked down that can then be easily assembled on site per Poligon's details and instructions. Fabrication uses architectural welds, AESS standard, tube steel to eliminate bird nesting, Poli-5000 powder coat, hidden fasteners, all under AISC steel certification guidelines.</p> <p>I – (Install) – Project specific installation drawings and easy bolt together members allow for fast and efficient installation. Poligon also provides in house installation and engineering support after shipment should it be required. Installation services provided by our dealer/rep network.</p> <p>PorterCorp's strength truly lies in the breadth of talent and expertise of our staff. Aside from the certifications listed, our team also consists of licensed professional engineers, certified public accountants, master's degree recipients and US patent holders. With a dedicated sales force with years of experience, partnered with a professional design team, the largest most professional engineering team in the industry we bring a unique skill set to the industry that can create specialized solutions that no other company is able to provide.</p>
46	Describe the methods or techniques that impact the durability or longevity of your product.	<ul style="list-style-type: none"> - All welds are ground to better accept powder coat enhancing overall paint performance while providing an architectural look to the finish product. - All Zinc plated or galvanized fasteners used for improved corrosion resistance. - Use galvalume or aluminum material for all cover plates and parts that require sheet metal to reduce rusting. - Steel shot blast machine that removes all weld splatter and flash rust to near white condition. - Use a Super Durable TGIC powder vs std TGIC. - Factory staining of T&G. - Powder coat the heads of any exposed fasteners. - PorterCorp breaks all steel sharp edges with a grinder to better accept powder coat. - All plates are CNC processed providing improved accuracy and improved acceptance of welds. - Steel gutters and down spouts provided that can be powder coated to match the frame color. - Ability to galvanize steel as well as galvanize and apply a powder coat finish. This is a unique process and used in extremely corrosive environments. - PCI 4000 certification for the Powder Coating Institute. - Most detailed and comprehensive CSI specification in the industry supporting our quality, certification and performance spec. (See attachment in additional docs folder) - All parts are packed with foam, wood and cardboard. Each part is treated as a "Class A" surface to make certain when parts arrive without any damage. In addition, because we use dedicated flatbed carriers only our products are on the trucks. This makes sure our products arrive on time and in the same condition as when they left the factory. - All standing seam is factory notched to simply installation and provides a clean and uniform appearance.

47	Describe any manufacturing processes or material specification-related attributes (wind speed or snow load specifications) that differentiate your offering from your competitors.	<ul style="list-style-type: none"> - PorterCorp engineers and stamps all our drawings and verify they meet the local building code and requirements. - PorterCorp has their own linear conveyor powder coat line with steel shot blast. This allows for fast turnaround, lower cost and improved quality - Brand new \$2.2M Tube laser CNC programmed off a CAD model to cut tube steel. - Automated Peddinghouse dual axis CNC drilling and cutting machine. - Certified welders as well as 3 certified LA County quality control inspectors. - All connections utilize hidden fasteners. - 3 Full time quality control personnel. - All parts are labeled, and part numbers etched in steel of facilitate part identification and correlation to instruction sheet. - Flatbed laser to cut our own medallions and ornamentation. - Poli-5000 is our unique powder coat finish system providing the most durable finish system in the open-air structure industry. Refer to specs and supporting documentation (Poli-5000 specs in additional docs folder) Only supplier to have its own powder coat line in order to control product quality, reduce lead times and improve cost. - Provide DSA (Division of State Architect) approved PC structures for the state of CA. If you do not have approved drawings from DSA you are not able to provide shelters to CA schools. (See DSA approved drawing example in certifications folder). - Cooling tunnel for steel members after being painted. - Use tube steel to eliminate bird nesting and hide electrical wiring.
48	Identify any industry certifications you're your business or the products included in your proposal have attained or received.	<p>Certifications:</p> <p>AISC Building Fabricator valid through 7/31/26 (certifications folder)</p> <p>PCI 4000 through 9/21/2025 (certifications folder)</p> <p>LEED AP professional on staff.</p> <p>9 on staff professional licensed engineers that continuously maintain many state licenses nearly all 50 states. In the unlikelihood that specific certifications or licenses be required that we do not possess in house, we will utilize our network of consultants to ensure compliance with any certification that may be required.</p> <p>18 AWS certified welders.</p> <p>Ability to sell products that meet following criteria (Buy America and Buy American). See example of Buy America certification letter.</p> <p>Professional 6 SIGMA Black Belt on Staff.</p> <p>Approved Fabricator of the following:</p> <p>City of Houston</p> <p>City of Los Angeles</p> <p>City of Phoenix</p> <p>Clark County</p> <p>Miami Dade County</p> <p>City of Riverside</p> <p>State of Utah</p> <p>(see certifications folder)</p>

49	Describe any unique advantage that your product offers in relation to design-build, manufacturing, climate variations, and community aesthetics.	<p>Unique advantages to traditional design build fabricator include the following:</p> <ul style="list-style-type: none"> - Complete shelter design service of the open-air structure in 3D CAD models all at no cost to members. - Poligon has been designing open air structures since 1964 and are experts in their design. Design build firms' expertise is buildings with walls, understand the idiosyncrasies of an open-air structures has different engineering characteristics as it relates to wind, snow load, seismic, adjacent buildings and foundation interference. - We design using tube steel (verse I-beam). This eliminates any bird nesting that may occur with I-beam and allows us to put fasteners inside our tube steel, no unsightly bolt heads or nuts are exposed giving the structure a clean architectural appearance. <p>Our open-air structure expertise allows us to present customers with the newest innovations and designs. This can include unique finishes (galvanized, duplex coating, antiquity, etc.), and roof options (different metal types, shingles, polycarbonate, laser cut panels, wood tongue and groove, structural insulated panel, etc.). (See Finish options in Marketing Folder) (See Roof types in Marketing Folder)</p> <p>We can also identify open-air trends in parks like amphitheaters, farmers markets, carousel buildings, walkway covers, transit shelters and trellis. (See Trends cut sheet in Marketing folder)</p> <ul style="list-style-type: none"> - - Poligon engineers all our structures and footings at a reduced cost instead of having this done by an outside firm. Most of our engineering fees are \$500 and some highly custom designs can increase to \$1-3K. Design-build firms would be double or triple the cost. Using our engineers allows us to collaborate with customers making sure they achieve the right application, right design all for the right cost. <p>All components are built using CAD data manufactured in a controlled factory environment with the highest level and quality (AISC- (American Institute of Steel Construction) certified) and workmanship. (See AISC 4 page in Certifications folder). This is backed by our extensive warranties: 10 years structural and paint and finish, longer for roofing. (See all Warranty docs in additional doc folder)</p> <ul style="list-style-type: none"> - PorterCorps in house powder coating paint line is superior to any field painting done by design-build firms. Powder coating in a controlled factory setting can eliminate flash rust and allows us to steel shot blast all steel to ensure all oils, weld splatter and grime is removed, and powder coat can be easily and effectively applied. A field paint cannot compete with an in house-controlled powder coat application. (See Poli-5000 specs and info in additional docs folder) - All connecting plates are beveled to accept welds and are then ground providing architectural weld like finish to accept powder coat and give a smooth clean appearance. - All material to complete the shelter are shipped together on a flatbed truck so everything arrives at one time. - Design build firms use different disciplines and product from various contractors that can cause delays and job site confusion. Poligon provides one person controlling the entire process from design, to manufacturing to install, if there is ever an issue you only have one person responsible - Poligon.
----	--	--

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	PorterCorp does not have any WMBE or veteran owned business certifications. When specifically required on a job, we make every effort to hire local qualified WMBE subcontractors. In addition, we do have many dealers that meet this requirement and our goods and services can be sourced through them in order to meet any minority owned business certifications. Current known WBE territories include: NC, SC, IL, IN, UT, and New England States.	*
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
52		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Current known WBE territories include: NC, SC, IL, IN, UT, and New England States.	*
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
56		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	All our dealers and rep groups are small business enterprises usually employing less than 30 employees and are independently owned and operated.	*
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
58		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	See above in question 52	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	PorterCorps payment terms are net 30 days. A service charge of 1.5% per month (annual percentage rate of 18%) will be charged on all invoices 30 days past due. Additionally, PorterCorp reserves the right to negotiate any additional terms and conditions proposed by the Buyer. Accepted payment methods include Check, ACH, credit cards and P cards. For cards an additional fee of 3% will be applied. (See attached terms and conditions document in additional doc folder)	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	PorterCorp has partnered with NCL Government Capitol to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder (#092424-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PorterCorp and NCL.	*

61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	We have uploaded 5 standard transaction documents for your review that we propose to use (see Sales order acknowledgment, Polygon order form, Engineering request form, PorterCorp terms and conditions examples in standard transaction docs folder)	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	PorterCorp currently accepts P-card procurement cards. An additional fee of 3% is applied when using a P-card.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Our proposal utilizes line-item pricing for a wide range of products. Each product or service line is featured on a dedicated page in the pricing spreadsheet.</p> <p>We are supplying 1 pricelist for Polygon open air structures. PorterCorp (Polygon) open-air structures provide a custom designed, engineered to order shelter offering. The RFP line-item pricing accounts for the most common shelter designs based on standard structural loading across the U.S and Canada. The RFP indicates MSRP, the discounted Sourcwell member price along with yellow highlighted items indicating "hot list" pricing. Pricing document includes additional options (cupola, ornamentation, cutouts) at a discounted net price. Building weight is shown to properly calculate freight pricing using the freight calculator on page 8. The proposed price is a ceiling price. Items purchased off the net price list also qualify to use the installation price calculator which can provide additional savings depending on the area served.</p> <p>The line-item pricing included in this proposal should not be considered complete and exhaustive due to the nature of each project being unique and custom to meet specific site requirements. Building codes, wind loads, snow loads, seismic conditions, design considerations are all contributing factors that affect price. PorterCorp does allow for MSRP discounts on design build engineered to order structures (custom) or modified buildings. Discount noted on the first page of the pricing document.</p>	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from MSRP varies based on net price list submission, hotlist pricing, custom and modified structures. Price discounts range from 8% to 23% from MSRP. See attached documents for Canoe program.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	<p>To encourage volume purchases PorterCorp will offer the following volume discounts:</p> <ul style="list-style-type: none"> - \$200K-\$300K: 1% - \$301K-\$400K: 2% - Above \$401K: 3% <p>See attached documents for Canoe program</p>	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	<p>PorterCorp will work with the Sourcwell member regarding pricing and delivery of any open market item and/or nonstandard option that is requested.</p> <p>In addition, PorterCorp has had experience in providing other products (not related to open air structures) in accordance to the Sourced Goods Provision as called out in the Sourcwell contract. This may include any other related items that may be associated with the park and recreation market. Any item falling within this category will be passed through at cost plus 8%.</p>	*
67	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>PorterCorp is a custom designed, engineered to order open air structure system, pricing is based per our RFP.</p> <p>Our philosophy is to provide a "total acquisition cost" pricing package for all "core" products allowing members the ability to purchase custom designed and manufactured open air structures for their specific site. This will include a total cost of the product, design, engineering, shipping, and installation of the product to the member's desired location. A turnkey shelter package is provided for the entire structure which can be provided by PorterCorp and the local representative. Nonstandard pass-through items can be made to members at cost, which include: engineering, concrete footings/flat work, freight, tax (if applicable), and any other site work required. PorterCorp provides electrical cutouts and access points within their structure, but does not provide electrical service and installation, this needs to be contracted directly with an electrical contractor.</p>	*

68	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 costs are identified as a separate line item in the price list. Page 8 of the pricing document we indicate a cost-based pricing module where a customer can immediately calculate freight costs based on the most popular standard products. Cost based pricing is determined by the geographic location and product weight to determine the actual freight cost. All custom products (not available on net pricing model) will be priced at our MSRP freight cost based on the weight and cube of the structure.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	PorterCorp provides freight coordination and pricing to mainland ports in the U.S only. Our dealers are well versed in getting material across the border and shipping by container to an offshore location and can handle the logistics and pricing from a US destination. Any container packing, freight, duties, etc. from a mainland port (i.e. Long Beach, CA) are additional to those provided in the PorterCorp pricing document.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Due to the volume of product we manufacture, PorterCorp will ship only on dedicated flatbed trailers direct to any job site in the continental U.S. This allows customers to receive more predictable delivery times, and the freight arrives as it left the factory by not having to cross dock material at multiple freight terminals. An important part of freight shipments to job sites, is freight coordination. PorterCorp's dedicated logistics team initiates contact with the customer 2-3 times prior to shipment confirming shipping details, arrival dates, site readiness and any other delivery concerns the customer may have.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>A self-audit process is currently in place specifically to verify compliance of the Sourcewell contract. The following steps are conducted:</p> <ul style="list-style-type: none"> - All orders purchased under the Sourcewell contract must have the current contract number and organization member number indicated on the PO. - The dealer for the customer must complete the web-based order form and include a current PorterCorp quotation. - The Customer Success Supervisor at PorterCorp will verify the pricing and make sure it coordinates with the contractual agreement of the Sourcewell contract. This includes proper discounts are accounted for and other established criteria are met. - All information is entered into our ERP/Epicor order management system for tracking. - The sales order acknowledgment will identify it as being a Sourcewell order. Under the product description are the words Sourcewell along with other items that include: delivery timelines, pricing, terms, PO number, sales attributes, etc. (see Sales order acknowledgment example in additional docs folder) - All orders are queried from Epicor each quarter and reported per quarterly submission document. (see admin form in pricing folder) Quarterly submission completed by PorterCorp Credit Manager. - PorterCorp is AISC certified and per the AISC guidelines there is a very extensive order entry and tracking system that must be adhered to which includes a comprehensive review of every order making sure it meets all guidelines established. - Invoice documents for projects and corresponding PO's are available for review any time upon request. - PorterCorp has been reporting documents quarterly for over 15 years and our quality and timeliness of our submissions over this period should speak for itself. 	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Monthly metrics as well as quarterly metrics are tracked based on Sourcewell sales in relation to total sales so we can measure, track and evaluate a KPI to determine our success and growth of the contract and Sourcewell member purchases. Additional KPI's are tracked including Sourcewell sales as a percentage of total sales. Aside from tracking sales and opportunities, we hold a companywide sales competition with our dealers who contracted the most volume annually using the Sourcewell contract. Leader board stats are distributed highlighting the highest selling rep/dealer being celebrated at our annual sales meeting during NRPA. This has become a tradition at Poligon, with our Contract Administrator presenting the Crystal Award to the top dealer while networking best Sourcewell practices with our other dealers.	*

73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	PorterCorp proposes a 2% administrative fee calculated as a percentage of the building sales price and building installation services (if provided). The 2% would be applied to the full contract amount less taxes, engineering, concrete and freight. The 2% admin fee to be made payable to Sourcewell quarterly on shipped sales during said quarter. Previous quarter sales would be reported to Sourcewell by the 5th of the following quarter in a format much like the attached sample report. (see admin fee form in pricing folder) Note: the 2% is a cost to PorterCorp and is not identified in any documentation, except for internal accounting documents.	*
----	---	---	---

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	(see pricing document in pricing folder)	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>PorterCorp is the leader in the design, engineering, and manufacturing of open-air structures. From the initial idea to completed installation, our streamlined process makes creating the perfect structure for your site, easy and efficient. PorterCorp offers endless options to suit your site-specific requirements along with the best precision cut components and reliable engineered construction. Every structure is protected with our Poli-5000 powder coat providing many years of superior durability. The PorterCorp proposal will incorporate the following items for open air structures:</p> <ul style="list-style-type: none"> - Extensive listing of standard shaped steel shelter and sizes open-air structure. (Reference Polygon catalog in Marketing docs folder). - Extensive offering of additional accessories (ornamentation, cupolas, electrical cutout, integrated benches, solar kits, column shapes, medallions, etc.). Accessories allow members to modify a standard structure. (Reference Polygon catalog in Marketing docs folder). - Ability to offer any custom size and shape open air structure Sourcewell members have in mind. This may include all steel, fabric top, all wood, or combination steel columns glulam top. (reference Polygon idea book showing examples in Marketing docs folder) - Extensive offering of steel frame with fabric top made of HDPE fabric or vinyl fabric open air structure. (reference Polygon Fabric catalog in Marketing docs folder) - Extensive offering of wood frame (glulam) open-air structure. This may also include a combination of steel columns and glulam upper frame. (reference Polygon wood catalog in Marketing docs folder) - Only supplier offering steel frame custom open-air structures designed for the commercial and architectural markets. (reference Polygon Commercial catalog in Marketing docs folder) - Provides expert design service to members from simple structures to complex custom structures all at no cost to Sourcewell members. - Provides Installation, footings and site work for entire offering. - Shipping direct to installation site. - Stamped engineering for specific state and location to meet all building code requirements. - Finance option is proposed through NCL Government Capital - Complete design service for any standard or custom open-air structure as a no charge service to Sourcewell members. - Installation support expertise during product installation. - Provide shade studies based on sun movement. - Engineered footing design with or without a soil test. <p>Under open air structures we market a complete offering of Steel structures, wood structures and fabric structures. Polygon targets a larger part of the overall market to include the landscape architect and Park and Recreation, in addition to an even larger market segment for commercial and institutional applications specified by architects.</p>
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> - Open air steel frame and steel roof/shingle/polycarbonate roof structures - Entrance Canopies - Walkway Covers - Trellis - Portals - Open air steel frame and fabric roof structures - Open air wood frame (glulam) and steel/shingle roof structures - Integrated benches with steel frame structure - Kiosks - Sun shelters - Privacy shelters - Large Buildings

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
77	Open air structures, such as pavilions, gazebos, shelters, band shells, amphitheaters, walkway covers, shade structures, transit stops, and dugouts.	<input checked="" type="radio"/> Yes <input type="radio"/> No	plus: trellis', entrance canopies, portals, DSA shelters, farmers market structures, picnic shelters, big buildings, bleacher covers, privacy shelters, sun shelters, crossing) made of steel, wood or fabric shade.	*
78	Complimentary equipment, accessories, and services related to the solutions described in subsections 1. a. above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	plus: site specific stamped engineered structure and footing detail.	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 79. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement 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 Master Agreement.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as 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](#) - Pricing.zip - Thursday September 18, 2025 08:27:05
 - [Financial Strength and Stability](#) - 2024 PlayCore Wisconsin FS.pdf - Wednesday September 10, 2025 14:45:00
 - [Marketing Plan/Samples](#) - Marketing.zip - Wednesday September 17, 2025 08:12:45
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Standard Transaction docs.zip - Thursday September 18, 2025 08:18:54
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Additional Docs.zip - Wednesday September 17, 2025 08:34:45

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. 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, 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. - Jesse Pfeifer, Director Sales & Marketing, PorterCorp

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 obligations contemplated in the solicitation proposal.

☐ 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
There have not been any addenda issued for this bid.		