MASTER AGREEMENT #051926
CATEGORY: Pre-Engineered Buildings with Related Materials and Services
SUPPLIER: Clearspan Fabric Structures International Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Clearspan Fabric Structures International Inc., 1395 John Fitch Blvd., South Windsor, CT 06074 (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 I:
General Terms

The General Terms in this Article I 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 II), and between Supplier and Participating Entity (Article III), respectively. These Article I 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.

A. **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.

B. **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.

C. **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 and respective funding source restrictions. Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing Sourcewell's Cooperative Purchasing Program Master Agreements.

D. **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.

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 July 21, 2030, unless it is cancelled or extended as defined in this Agreement.

1. **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.

2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

E. **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.

F. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #051926 ("RFP") to Participating Entities. In Scope solutions include:

Sourcewell is seeking proposals for Pre-Engineered Buildings with Related Materials and Services including, but not limited to:

a. Steel frame buildings, wood frame metal buildings, hybrid wood and steel buildings, precast concrete, and prefabricated buildings; and
b. Services complementary to the solutions described in Section 1. a. above, including design build services, site preparation, installation, demolitions and disposal of existing structures, inspection, repair, and maintenance. However, this solicitation should NOT be construed to include "services only" solutions.

G. **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.

H. **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

I. **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.

J. **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.

K. **Open Market.** Supplier's open market pricing process is included within its Proposal.

L. **Supplier Representations:**

1. **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.

2. **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.

3. **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.

M. **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.

N. **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.

O. **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).**

1. Sourcewell issued the RFP for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entities. Sourcewell did not issue the RFP or award any master agreement under a federal award. Participating Entities are responsible for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements.

2. Participating Entities that are Recipients or Subrecipients of 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. The terms and conditions of Attachment 1 apply when a Participating Entity accesses Supplier's Included Solutions using FEMA funding sources and to other federal funding sources, as applicable. Participating Entities may have additional requirements based on specific funding source terms or conditions. Participating Entities will be responsible for notifying suppliers of any applicable

requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.

- All references to “recipient,” “non-federal entity,” or “subrecipient” should be interpreted to mean the Participating Entity accessing Included Solutions under this Agreement;
- All references to “supplier” or “contractor” should be interpreted to mean the Supplier;
- All references to “subcontractor” should be interpreted to mean subcontractors of Supplier offering the Included Solutions;
- None of the references should be interpreted as reference to Sourcewell; and
- None of the terms or conditions within this Section should be interpreted to obligate Sourcewell in any way.

Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity’s compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing this Master Agreement.

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.

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.

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.

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.

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.

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.

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).

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.

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.

BUY AMERICAN PROVISIONS COMPLIANCE. Sourcewell issues solicitations for indefinite quantity cooperative purchasing master agreements which are made available to eligible public agencies. Sourcewell does not issue its solicitations or award its master agreements under any federal award, or specifically under any federal procurement standards related to Buy American or domestic preference. When utilizing federal funding, non-federal entities maintain responsibility for compliance with any specific requirements of the funding award including Buy American. Agencies should specifically verify whether the prospective purchasing implicates Buy American or other domestic preference requirements prior to executing any transaction document with suppliers. When domestic preference requirements are applicable, purchasing agencies must notify suppliers of requirements and either apply the appropriate preferences or secure an appropriate exemption and properly document the process prior to completing a purchase. 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.

Article II:
Sourcewell and Supplier Obligations

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

A. **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.

B. **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.

C. **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.

D. **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.

E. **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.

F. **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;

G. **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.

H. **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.

I. **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.

J. **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.

K. **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.

L. **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.

M. **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.

N. **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.

O. **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.

P. **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.

Q. **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.

R. **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.

S. **Grant of License.**

1. **During the term of this Agreement:**

    a. **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.

    b. **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.

2. **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, 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.

3. **Use; Quality Control.**

    a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

    b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. 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.

4. **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.

T. **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.

U. **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.

V. **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:

1. **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

2. **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.

3. **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.

4. **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.

5. **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.

W. **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.

X. **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 III:
Supplier Obligations to Participating Entities

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

A. **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. 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.

B. **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. Participating Entities are encouraged to establish flexibility delivery schedules whenever possible.

C. **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.

D. **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.

E. **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 Sourcewell account number.

F. **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. Sourcewell 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.

G. **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.

H. **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.

ATTACHMENT 1

PROVISIONS FOR PARTICIPATING ENTITIES' PROCUREMENTS UNDER UNITED STATES FEDERAL GRANT-FUNDED AWARDS AND FEMA AWARDS

Sourcewell's Cooperative Purchasing Program Master Agreements are available to Participating Entities. A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding, including through the Federal Emergency Management Agency (FEMA), to purchase solutions from the Master 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. Accordingly, Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing the Master Agreement.

Within this Attachment:

- All references to "federal" should be interpreted to mean the United States federal government. All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing the Master Agreement;
- All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
- All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the solutions under the Master Agreement;
- None of the references should be interpreted as reference to Sourcewell; and
- None of the terms or conditions within this Attachment should be interpreted to obligate Sourcewell in any way.

The following terms and conditions apply when a Participating Entity accesses Supplier's solutions under the Master Agreement using United States federal funding sources.

A. **Davis-Bacon Act, As Amended (40 U.C.S. § 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, Suppliers 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, Suppliers 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, "Suppliers 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 Supplier or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

B. **Copeland "Anit-Kickback" Act.**

1. **Supplier**. The Supplier shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

2. **Subcontracts**. The Supplier or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. **Breach**. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Supplier and subcontractor as provided in 29 C.F.R. § 5.12.

C. **Contract Work Hours And Safety Standards Act (40 U.S.C. § 3701-3708).**

1. **Overtime requirements.** No Supplier or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages**. In the event **of any violation of the** clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5) the Supplier and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Supplier and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5), in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5).

3. **Withholding for unpaid wages and liquidated damages**. The grant recipient or sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Supplier or subcontractor under any such contract or any other federal contract with the same prime Supplier, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Supplier, such sums as may be determined to be necessary to satisfy any liabilities of such Supplier or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. §5.5).

4. **Subcontracts**. The Supplier or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. §5.5) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section (29 C.F.R. §5.5).

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

D. **Rights To Inventions Made Under a Contract or Agreement.**

If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

E. **Clean Air Act (42 U.S.C. § 7401-7671q.) And The Federal Water Pollution Control Act (33 U.S.C. § 1251-1387).**

Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

F. **Debarment And Suspension (Executive Orders 12549 And 12689).**
A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).**
Suppliers who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

If applicable, Suppliers must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000:

“APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Supplier,_________________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

____
Signature of Supplier's Authorized Official

____
Name and Title of Supplier's Authorized Official

____
Date

H. **Record Retention Requirements.**
To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. **Energy Policy And Conservation Act Compliance.**
To the extent applicable, Supplier must comply with the mandatory standards and policies relating to

energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **Buy American Provisions Compliance.**
Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **Access** to **Records (2 C.F.R. § 200.336).**
Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents. (For FEMA funded projects see paragraph X.)

L. **Procurement of Recovered Materials (2 C.F.R. § 200.322).**
A non-federal entity that is a state agency or agency of a political subdivision of a state and its Suppliers must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **Federal Seal**(s)**, Logos, And Flags.**
The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval. (For FEMA funded projects see paragraph X.)

N. **No Obligation** by **Federal Government.**
The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **Program Fraud and False or Fraudulent Statements or Related Acts.**
The Supplier acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **Federal Debt.**
The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **Conflicts Of Interest.**
The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. Executive Order 13224.**
The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. **Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment.**
To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216. (For FEMA funded projects see paragraph X.)

T. **Domestic Preferences for Procurements.**
To the extent applicable, Supplier certifies that during the term of this Contract, and any underlying contracts with Participating Entities, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

U. **Build America, Buy America Act (BABAA).**
Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the federal awarding agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal awarding agency.

V. **Partnerships with Faith-Based and Neighborhood Organizations (Executive Order 14015, Feb. 14, 2021; Federal Register, Vol. 89, No. 43).**

A faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

A faith-based organization may not use direct Federal financial assistance from Participating Entity and/or the federal government to support or engage in any explicitly religious activities except when consistent with the Establishment Clause and any other applicable requirements. An organization, business, non-profit organization, partnership, limited liability corporation or partnership, corporation, individual, or other entity receiving Federal financial assistance also may not, in providing services funded by Participating Entity and/or the federal government, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

All organizations receiving federal money through Participating Entity to provide social services shall provide the following notice, in substance, to beneficiaries of the protections listed herein:

> "Name of Organization:
> Name of Program:
> Contact Information for Federal Grant Program Office (name, phone number, and email address, if appropriate):
>
> Because this program is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that:
>
> - We may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
>
> - We may not require you to attend or participate in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) that may be offered by our organization, and any participation by you in such activities must be purely voluntary;

- We must separate in time or location any privately funded explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) from activities supported with direct Federal financial assistance

- You may report violations of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the grant program office using the contact information set forth above; and

- If you would like to seek information about whether there are any other federally funded organizations that provide these kinds of services in our area, please use the contact information set forth above.

This written notice must be given to you before you enroll in the program or receive services from the program, unless the nature of the service provided or exigent circumstances make it impracticable to provide the actual service. In such an instance, this notice must be given to you at the earliest available opportunity."

W. **Additional FEMA Recommended Provisions:**

1. **Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

a. **Definitions.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. **Prohibitions.**

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (3) of this clause applies, the contractor and its **subcontractors** may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(b) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(c) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(d) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

i. This clause does not prohibit Suppliers from providing—

(a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

(a) Covered telecommunications equipment or services that:

(1) Are not used as a substantial or essential component of any system; and

(2) Are not used as critical technology of any system.

(b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

i. In the event the Supplier identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Supplier is notified of such by a subcontractor at any tier or by any other source, the Supplier shall report the information in paragraph d.ii. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The **Supplier** shall report the following information pursuant to paragraph d.i of this clause:

(a) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(b) Within 10 business days of submitting the information in paragraph d.ii.(b) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Supplier shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

2. **Subcontracts.** The Supplier shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

a. **Access to Records.** The Supplier agrees to provide (insert name of participating entity), (insert name of pass- through entity, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

i. The Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

ii. The Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

b. **DHS Seal, Logo, and Flags.** The Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Supplier shall include this provision in any subcontracts.

c. **Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

d. **Copyright and Data Rights.**
License and Delivery of Works Subject to Copyright and Data Rights.

The Supplier grants to the (insert name of participating entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Supplier will identify such data and grant to the (insert name of participating entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Supplier will deliver to the (insert name of participating entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of participating entity).

e. **Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts**
Build America, Buy America Act Preference.

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: ______________________________
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 7/23/2026 | 7:29 PM CDT

Clearspan Fabric Structures International Inc.

Signed by:
Matt Niaura
68E44209D340434...

By: ______________________________
Matt Niaura
Title: President

Date: 7/23/2026 | 3:30 PM CDT

RFP 051926 - Pre-Engineered Buildings with Related Materials and Services

Vendor Details

Company Name:	Clearspan Fabric Structures International Inc.
Address:	1395 John Fitch Blvd South Windsor, CT 06074
Contact:	Brad Williams
Email:	bwilliams@clearspan.com
Phone:	800-603-4445 1241
HST#:	20-5899434

Submission Details

Created On:	Tuesday March 31, 2026 08:12:36
Submitted On:	Monday May 18, 2026 16:23:53
Submitted By:	Sonia Harrison
Email:	sharrison@farmtek.com
Transaction #:	e056973a-db63-4d9c-92c6-94e1e3514b9e
Submitter's IP Address:	10.13.0.25

Specifications

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

General Instructions (applies to all Tables) Provide a concise response to each question. Do not attach additional documents to your response without providing a substantive response within the Specification Tables; attachments should be SUPPLEMENTAL to your answers. Do not leave answers blank; respond "N/A" if the question does not apply to your organization and include an explanation why it does not apply.

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, DBA, 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. Entities that have not been awarded will not be added to an existing master agreement through the affiliation of the Proposer's corporate organization.

#	Question	Response *	
1	Provide the legal entity name of the Proposer authorized to submit this Proposal.	ClearSpan Fabric Structures International, Inc.	*
2	In the event of award, is the entity named in Line Item 1, the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, DBA, authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal.	Our parent company, Engineering Services and Products Company and ClearSpan are directly related through ownership. ESAPCO, supplies the materials and is our manufacturing facility to ClearSpan.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	ClearSpan Fabric Structures International, Inc. UEI: WCGQBN34SUE5	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS Code- 332311 - Prefabricated Metal Building and Component Manufacturing	
6	Proposer Physical Address:	1395 John Fitch Blvd South Windsor, CT. 06074	*
7	Proposer website address (or addresses):	www.clearspan.com	*
8	Identify the Proposer's Authorized Representative, include name, title, address, email address, and phone number. The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.	Matt Niaura President 1395 John Fitch Blvd South Windsor, CT. 06074 mniaura@farmtek.com 860-528-1119 ext. 1102	*
9	Identify the Proposer's primary contact for this proposal, include name, title, address, email address, and phone number:	Sonia Harrison Contract Manager 1395 John Fitch Blvd South Windsor, CT. 06074 sharrison@farmtek.com 860-528-1119 ext. 1791	*
10	Identify the Proposer's other contacts for this	Brad Williams	*

	proposal, if any, include name, title, address, email address, and phone number.	Senior Municipal Specialist 1395 John Fitch Blvd South Windsor, CT. 06074 bwilliams@clearspan.com 860-509-0705	

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

#	Question	Response *	
11	Provide a brief history of your company and industry longevity related to the requested Solutions.	ClearSpan structures has been providing superior building solutions for over four decades. We have grown into the industry-leading manufacturer of metal and fabric structures that offer numerous in-house services, including design, financing, and installation. We started out as a modest two-person operation. ClearSpan was founded back in 1979 when Barry Goldsher and Chuck Clark started the company to meet the needs of local farmers. As a farmer himself, Barry was unsatisfied with the selection and cost of agricultural products. Our company was founded with the idea that customers deserve the highest-quality products at the most competitive prices and exceptional service, and to this day, this is still our mission. As we grew, ClearSpan looked to expand on our Connecticut headquarters, so we moved our manufacturing to Dyersville, Iowa, while our other departments remained in Connecticut. The expansive 60-acre Dyersville campus features a state-of-the-art manufacturing facility that includes several ClearSpan buildings, so our structures are actually manufactured in our very own metal and fabric buildings. The Dyersville facility was recently expanded in a multi-year, $10 million project that ended in 2019 with a brand new 94,000 square foot facility. Our Dyersville campus is home to hundreds of employees, and since it is centrally located, we are able to quickly and efficiently ship our buildings to anywhere in North America. Over our history, ClearSpan has worked on thousands of projects across dozens of industries, providing custom and turnkey building solutions that are both unique and functional. We have become renowned for our versatile structures, which have earned the nickname “Buildings of 1,000 Uses.” When purchasing a structure from ClearSpan, our customers can rest assured that they will receive the exceptional service that ClearSpan is known for. Our Building Specialists have years of experience working within the industry, so they can offer invaluable advice and suggestions throughout the entire building process, ensuring that customers get a structure that is ideal for their operation. ClearSpan and Sourcewell have a long-term relationship, and we are dedicated to growing this partnership with our new product line and achieving remarkable success.	*
12	Describe what specific outcomes or deliverables your	Upon receiving an award from Sourcewell, ClearSpan anticipates delivering a comprehensive, high-value cooperative purchasing	*

	company anticipates upon receiving an award from Sourcewell.	solution that provides participating agencies with streamlined access to pre-engineered building systems and turnkey services. ClearSpan plans to deliver pre-engineered metal building (PEMB) structures designed to accommodate a wide range of industries across government, municipal, education, and nonprofit sectors. Our fully integrated, in-house operations enable us to design, engineer, manufacture, install, and outfit structures—creating a true one-stop solution for Sourcewell members. With decades of experience supporting municipal and public-sector projects, ClearSpan consistently delivers projects on time and within budget, and is licensed to conduct business in all 50 U.S. states and Canada. One of the most significant advantages of our metal building systems is their complete flexibility. ClearSpan structures can be engineered to virtually any size and fully customized to meet the specific operational needs of each participating entity. We specialize in industrial and commercial facilities for both education and government entities, leveraging deep expertise in local codes, regional design requirements, and site-specific considerations. Key outcomes and deliverables include: 1. National Cooperative Contract Implementation ClearSpan will execute a fully compliant, competitively solicited contract available to all Sourcewell participating entities across the United States and Canada. This contract will include transparent discounted pricing, and simplified procurement processes that eliminate the need for individual RFPs. 2. Turnkey Design-Build Solutions We will deliver design-build, turnkey structures including in-house services, structural and foundation engineering, installation, on-site supervision, project management, and post-sale maintenance. Our offerings will include I Beam and Cold form metal buildings or hybrid structures tailored to meet diverse industry needs. 3. Customizable and Scalable Building Systems ClearSpan will provide a catalog of pre-engineered building models alongside fully customizable solutions. This approach allows participating agencies to benefit from both rapid deployment options and project-specific design flexibility. 4. Flexible Installation Options Once manufactured, ClearSpan provides multiple installation pathways: full-service installation by our experienced crews, project management oversight of third-party contractors, or customer-led installation with our guidance. 5. Cost Savings and Procurement Efficiency Through cooperative purchasing and manufacturer-direct pricing, agencies will realize measurable cost savings. Additional	

		efficiencies will be achieved through replicated designs for multi-site deployments, reducing engineering and production time. 6. Dedicated Support and Partnership Approach ClearSpan has a dedicated team to support Sourcewell members, including contract administration, consulting guidance, quoting, and project coordination to ensure a seamless customer experience. 7. Compliance and Reporting ClearSpan will maintain full compliance with Sourcewell contract requirements, including regular sales reporting, administrative fee payments, and adherence to all applicable procurement standards. 8. Marketing and Member Engagement We will actively promote the contract through targeted outreach, digital campaigns, industry events, and collaboration with Sourcewell to increase awareness and utilization among eligible entities.	
13	Provide non-confidential indicators that demonstrate your organization's financial strength and long-term stability. Acceptable examples include such items as: • Annual revenue range (select a range—do not provide confidential statements) • Years in business • Publicly available SEC filings (if applicable) • Third party credit scores or ratings (e.g., D&B, bond ratings) • Letters of credit or financial backing from a banking institution Upload supporting documents (as applicable in the document upload section of your response). DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. Refer to RFP Section VI. Subsection E. Disposition of Proposals.	ClearSpan is a privately held company founded in 1979. Our 2024 financial statements have been fully audited and are available for review. These financials have been included within the RFP, as our 2025 audited financial statements have not yet been finalized. In addition, our bank reference letter from TD Bank confirms our favorable line of credit and financial standing. ClearSpan maintains a single-project bonding capacity of $5,000,000 and an aggregate capacity of $15,000,000. Please refer to the documents submitted under the Financial Strength and Stability section of the RFP for additional information demonstrating ClearSpan's financial strength and stability.	*
14	Describe your US market share for your proposed Solutions. OR	ClearSpan has served over 395 customers, covering forty-six states over the past three years within the education and government entities.	*

	Provide the number of US Education and Government entities you have served over the past three (3) years, along with the total number of states where you have made sales.		
15	Describe your Canadian market share for your proposed Solutions. OR Provide the number of Canadian Education and Government entities you have served over the past three (3) years, along with the total number of provinces where you have made sales.	ClearSpan is licensed to conduct business in Canada and is fully capable of delivering the same product lines we manufacture in the United States. While we currently maintain a modest market share within Canada, we are actively working with Canoe to be added to their Pre-Engineered Buildings contract. ClearSpan has already partnered with Canoe through our Fabric Structures and Related Materials and Services contract (RFP #071223). Expanding our participation to the Pre-Engineered Buildings contract will strengthen our presence in the Canadian market and allow us to provide our structures to provinces that currently do not have access to a purchasing cooperative vendor for these products and services.	*
16	Does your organization have any ongoing or completed bankruptcy proceedings, or have you been included as a possible Responsible Party within the past seven years? If yes, please explain. The proposer must provide notice in writing to Sourcewell if it enters bankruptcy proceedings at any time during the pendency of this RFP.	ClearSpan does not have any ongoing bankruptcy proceedings.	*
17	Does your organization have any current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years? If so, please explain. 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.	ClearSpan does not have any current, past debarments or suspensions.	*
18	Describe any relevant industry awards or achievements that your organization has received in the past three (3) years, including the year received.	ClearSpan has achieved accreditation and received both the AC472 and A660 certifications, demonstrating our commitment to quality, industry standards, and manufacturing excellence.	*
19	What percentage of your sales	Over the past three years, 5% ($9,208.888.66) of ClearSpan sales	*

	were to the government sector in the past three (3) years? This and the following line should not exceed 100%.	are in the governmental sector.	
20	What percentage of your sales were to the education sector in the past three (3) years? This and the previous line should not exceed 100%.	Over the past three years, 6% ($10,462,281) of ClearSpan sales are in the educational sector.	*
21	List all state and cooperative purchasing agreements that you hold. Include the sales volume for each of these agreements over the past three (3) years.	ClearSpan is proud to have held numerous contracts with Sourcewell over the years. We currently maintain both the Fabric Structures and Pre-Engineered Metal Building (PEMB) contracts with Sourcewell. Below is a list of the state and purchasing cooperative contracts currently held by ClearSpan: Sourcewell Contract #071223 – $14,764,709.58 Fabric Structures and Related Materials and Services Sourcewell Contract #110822 – $7,270,681.26 Pre-Engineered Buildings National Purchasing Partners Government (NPPGov) Contract #VA25090 – $0.00 Temporary Structures and Fencing BuyBoard Contract #778.25 – $398.75 Farm, Livestock, and Ranch Equipment and Products TIPS Contract #250503 MRO- $0.00 Maintenance, Repair, and Operations (MRO) of Facilities and Grounds Equipment, Supplies, Sales, and Services Equalis Contract #R10-1186A- $0.00 Fabric Buildings and Storage, Standalone Structures and Storage, and Container Structures State of Hawaii Contract #25-21 – $0.00 Fabric Structures and Related Materials and Services State of Hawaii Contract #26-05 – $0.00 Pre-Engineered Buildings	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. Include the sales volume for each of these contracts over the past three (3) years.	ClearSpan does not currently hold a GSA contract or SOSA designation. However, ClearSpan maintains an active registration with SAM.gov, which allows us to participate in and engage with federal contracting opportunities. In addition, we are registered as an approved vendor with the United Nations.	*

Table 2B: References/Testimonials

Line Item 23. Supply reference information from three customers **who are eligible** to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Boulder City (Finance)	Paul Sikora Boulder City, NV. 89005 PSikora@bcnv.org	702-293-9246	*
Montgomery County	Gregory Long New Caney, TX. 77357 gregory.long@mctx.org	346-364-0163	*
University of Nebraska Lincoln	Daniel Trotter Lincoln, NE. 68583 dtrotter3@unl.edu	712-269-2940	*
City of Pilot Point/Alaska Marine Lines	Gust Griechen Pilot Point, AK. 99649 sonnyg.copp@gmail.com	907-531-1011 ext 1005	

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

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

#	Question	Response *	
24	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	ClearSpan is best described as a full-service provider, with our sister company responsible for manufacturing and/or distributing the products proposed within this RFP. These individuals are employees working in conjunction with both ClearSpan and ESAPCO. In addition to our internal teams and contractors, ClearSpan works with a network of independent general contractors who are trained, licensed, and experienced in the installation of our structures. These contractors are strategically located throughout the United States and operate as third-party entities. With all operations managed under common ownership, ClearSpan maintains control over every aspect of the project process, including material procurement, sales and service, design, manufacturing, delivery, and building erection. At this time, ClearSpan does not utilize dealers or third-party resellers operating under the ClearSpan name.	

	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?		
25	Describe your sales force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested Solutions.	ClearSpan's sales team is based at our headquarters in South Windsor, Connecticut. We currently have a dedicated team of six highly experienced employees who specialize in purchasing cooperative contracts. These individuals work directly with participating entities on a one-on-one basis, guiding them throughout the entire project and procurement process. Our sales representatives are not territory-oriented; instead, they are customer-focused and committed to delivering personalized service. They work closely with our manufacturing facility and internal teams to support the Sourcewell contract throughout the United States and Canada. All customer inquiries are responded to within 24 hours via phone or email. Our team is fully trained to educate eligible customers on the benefits of cooperative purchasing and the ease of utilizing the contract to become a Sourcwell member. The sales team works in collaboration with our preconstruction managers, engineers, and operations staff to ensure exceptional customer service, project coordination, and timely delivery. In addition, ClearSpan has a dedicated business development team of three professionals focused on building relationships with prospective Sourcewell members. This team attends trade shows and conducts targeted marketing campaigns to government, municipal, educational, and nonprofit organizations across the United States, promoting ClearSpan as an awarded Sourcewell vendor. Our sales professionals actively engage organizations within the government, municipal, education, and nonprofit sectors to determine whether they are members of a purchasing cooperative and to communicate the advantages of utilizing the Sourcewell contract. They are also available to assist Sourcewell members by attending town council meetings, board meetings, and other public sessions to discuss proposed projects and procurement options.	*
26	Describe your network of Authorized Sellers who will deliver Solutions, including the number and locations of dealers, distributors, resellers, and other distribution methods, as it relates to the requested Solutions.	Our network operates entirely under ClearSpan and ESAPCO, with ClearSpan serving as the sole distributor of the structures manufactured by ESAPCO. As a direct manufacturer, we are able to oversee and control all aspects of the project process, including design, engineering, manufacturing, quality control, delivery, and installation support.	*

27	Describe your service force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested solutions.	Our Preconstruction Managers (PM) assume responsibility for each project once it is transitioned from the sales team. The Preconstruction Manager is accountable for overseeing the progression of the project from initial design and engineering through manufacturing, delivery, and installation. Their responsibilities include coordinating design plans, ensuring all contracts and purchase orders are properly executed, confirming receipt of progress payments when applicable, and verifying that manufacturing, delivery, and installation milestones are completed on schedule. The majority of our service and support teams are based at our manufacturing facility in Dyersville, Iowa, with additional personnel located remotely throughout the United States. Our teams are fully prepared and equipped to travel to project sites as needed. In addition, our installation contractors are available to support projects throughout the United States and Canada. Several of our crews are also experienced in prevailing wage projects and are strategically positioned to support specific regional territories. ClearSpan's in-house customer service department, located in Dyersville, Iowa, is available Monday through Friday to address any questions or issues. Our team is committed to responding within 24 hours and coordinating with the appropriate departments—including sales, preconstruction, engineering, traffic and contractors —to provide timely resolutions. Our success is built on the level of service we provide to Sourcewell members. We achieve this by maintaining timely communication, delivering dependable support, and building strong relationships based on trust and accountability. Upon project award, the participating entity's project lead will be introduced to the assigned Preconstruction Manager, who will serve as the primary point of contact throughout the duration of the project. Their focus is to oversee all aspects of the project. The Preconstruction Manager will work closely with the construction crews before, during, and after installation to ensure timelines and project milestones are met. Utilizing Procure software and internal project management tools, the team tracks project progress, documentation, and communication to ensure efficient execution. Upon completion of the installation, our construction crews complete a final project checklist with the Sourcewell member point of contact to confirm project satisfaction and completion requirements.	*
28	Describe the ordering process from sales/consultation, how the order is placed, through project/order fulfillment. If orders are handled by distributors, dealers, or others, explain their roles	ClearSpan collaborates closely with participating members to identify their specific needs and provide guidance on the structures that will best support their operations. Our sales professionals work directly with customers to determine whether they are part of a participating cooperative. If they are not currently enrolled but qualify, our team will guide them through the process of becoming a Sourcewell member while explaining the benefits of cooperative purchasing. ClearSpan has established a knowledgeable team of sales	*

	and responsibilities in the ordering process.	professionals who are highly experienced with Sourcewell contracts and cooperative purchasing programs through our previous contract experience. Our team can provide the necessary legal and procurement documentation to demonstrate that competitive procurement and RFP requirements have been satisfied, should legal counsel or procurement departments require additional review. ClearSpan's sales team is highly experienced in cooperative purchasing and is committed to tailoring each structure to meet the specific needs of the participating entity. Our sales professionals communicate directly with members, provide detailed quotations, and will guide them through the available options. With many years of tenure within our organization, our team delivers comprehensive information regarding structure designs, engineering details, and the various foundation systems suitable for installation. They will evaluate each project individually to determine project requirements, including whether the structure requires engineering services, custom design, foundation design, installation services, or additional outfitting components. A detailed line-item quotation is then prepared for the participating member's review. Once the participating member approves the proposal and issues a purchase order, the order is entered into our ERP system and transitioned to our preconstruction management team. A kickoff call is conducted between the sales representative, preconstruction manager, and participating member to review the project scope, schedule, and requirements. The project is then advanced to our engineering department for review and the preparation of engineered drawings and stamped, when required. The preconstruction manager coordinates with ClearSpan's finance team to obtain and process any required project documentation. Once the order has been invoiced, our contract manager is notified to ensure the transaction is accurately reported to Sourcewell within the required quarterly reporting spreadsheet. At the close of each reporting quarter, the completed report is submitted to both Sourcewell and ClearSpan's finance department. Our finance team then remits the appropriate administrative fee payment to Sourcewell based on the reported sales activity.	
29	Describe, in detail, the process and procedure of your customer service program. Include your response –times, escalation protocols, issue resolution timeframes, as well as any incentives that help your providers meet your stated service goals or promises.	Each participating member will be assigned a dedicated preconstruction manager who will oversee the project from the post-sale handoff through final project completion. This PM will be available to assist with any questions, concerns, or issues throughout the duration of the project. They also have the ability to travel to the project site, when necessary, to oversee installation activities and support the construction crew in a site supervisor capacity. ClearSpan's in-house customer service team, located in Dyersville, Iowa, is available Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Time. These representatives are subject matter experts across all ClearSpan product lines and are available to assist with product information, technical questions, concerns, warranty matters, returns, and issue resolution. Our customer service team also supports self-installation efforts by providing technical assistance, step-by-step installation guidance, and instructional videos for many of our structures and accessories.	*

		ClearSpan is committed to responsive customer support and timely communication. All customer inquiries receive a response within 24 hours, and our representatives are readily available to answer phone calls and provide assistance. Our team understands the importance of resolving issues on the first contact whenever possible and follows a defined escalation process when additional support is required. All customer inquiries and service matters are documented within a case management system to ensure issues are properly tracked, actively managed, and resolved in a timely manner. This system allows ClearSpan to monitor response and resolution times while maintaining service-level performance goals and key performance indicators. From sales and preconstruction management to customer service ClearSpan is committed to delivering a high level of customer care throughout every phase of the project. One of the key performance metrics for our customer service team is first-contact resolution, which helps reduce average handle times, minimize callbacks, and improve the overall customer experience.	
30	Describe your capability to provide the requested Solutions to Sourcewell participating entities in the United States.	ClearSpan has both the capability and commitment to service Sourcewell participating entities throughout the United States. Having our own manufacturing facility located within the United States provides us with the advantage of maintaining direct control over production and allows us to adapt quickly to meet the specific needs and timelines of each participating entity's project.	*
31	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ClearSpan does not have any specific requirements or restrictions when working with participating entities located in Hawaii, Alaska, or U.S. Territories. We have successfully completed projects in these regions in the past. Due to the added complexity associated with freight, logistics, and installation in these locations, our sales professionals evaluate and quote projects on a case-by-case basis to ensure accurate pricing and project coordination.	
32	Describe your capability to provide the requested Solutions to Sourcewell participating entities in Canada.	ClearSpan has the resources, capabilities, and past experience necessary to provide solution-based services throughout Canada. We currently maintain a relationship with Canoe to support and service Sourcewell participating entities within Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None. ClearSpan is fully capable of servicing all geographic regions throughout the United States and Canada. There are no areas that would be excluded from full service and support under this proposed agreement.	*
34	Identify any account type or Participating Entity type from the RFP that will not have full access to the requested Solutions if an agreement is awarded, along with the reason(s) why.	None. ClearSpan has the capability to provide materials and services to support virtually all industries. We offer participating members a wide range of options and solutions tailored to their specific project requirements. ClearSpan provides two types of metal building systems: I-beam and cold-formed structures. Customers may select from various sizes, styles, and customization options to outfit the structure according to	*

		their operational and project needs. In addition, we offer fully custom-sized building solutions for projects that require unique or non-standard designs.	
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, ClearSpan will extend terms to any non-profit entity.	*

Table 4: Marketing Plan (100 Points)

#	Question	Response *	
36	Describe your marketing strategy, including tactics/methods and timelines for promoting this opportunity to participating entities for the requested solutions. Upload optional samples of your marketing materials.	Since being awarded our Sourcewell contracts, ClearSpan has been actively and continuously promoting our cooperative purchasing partnership. ClearSpan extensively markets in both digital and print channels, and Sourcewell is well represented throughout our advertising efforts. Below are some examples of our marketing where Sourcewell can be found. We currently spend significantly promoting our brand on Google Ads, Meta Ads Manager and Microsoft Ads, and we include Sourcewell when targeting relevant audiences. We also have Sourcewell featured on our website and have included Sourcewell in blogs. ClearSpan also promotes Sourcewell on our Social Media. Once a quarter we also send an email to our customers discussing cooperative purchasing and Sourcewell. Aside from digital advertising, we've also promoted Sourcewell through a number of print and traditional advertising avenues. We attend dozens of tradeshows and conferences across the country, and at relevant shows we have the Sourcewell flag positioned in the front of our booth. We also have brochures that we use for tradeshows and that our marketing and sales teams distribute to potential customers. Our sales team also utilizes informative flyers to further point out the benefits of Sourcewell. ClearSpan also prints hundreds of thousands of catalogs each year to prospect with via mail and tradeshows. In these catalogs Sourcewell is featured heavily. We also invest monthly in print advertising via publications and trade journals, and we include a Sourcewell logo on our ads in relevant publications. Please refer to the documents submitted under the "Marketing Plan/Samples" section of the RFP.	*
37	Describe your use of technology and digital data (e.g., specific social media platforms, metadata usage) to enhance and/or optimize your marketing strategy described above.	ClearSpan utilizes a well-rounded comprehensive strategy online. We've worked on SEO for over a decade and in 2024 invested in tools to optimize our website to AI programs, like Chat GPT, Perplexity, Gemini and more. We're constantly updating our site to better reach customers using these programs. We also manage an exceptional digital advertising presence through Google Ads, Meta Ads Manager and Microsoft Ads. We take advantage of all the different advertising opportunities these platforms offer, including Search, Display, Demand Gen, Pmax, Retargeting and more. We also leverage our first party data to both advertise directly to our customers and to find similar users that we can turn into customers. We also place digital ads on many websites of the publications we advertise in. We also meet bi weekly with our Google team and monthly with Meta and Microsoft to make sure our ads are following best practices and to keep up with any	*

		changes and new advertising strategies. On social media we also utilize Hootsuite, which provides us with analytics on the performance of our content in connected channels (Facebook, LinkedIn, Instagram and X). We use this data to optimize our social media marketing, including posting frequency, time of day, day of the week, copy improvements, photo updates and more. This allows us to maximize the organic reach of our marketing posts.	
38	In your view, what is Sourcewell's role in promoting agreements resulting from this RFP?	ClearSpan plans to begin marketing its newly awarded Sourcewell contract within 30 days of contract execution. Our goal is to actively promote the contract, increase awareness among participating entities, and continue growing our partnership with Sourcewell to generate additional revenue opportunities for both organizations. ClearSpan will promote the awarded contract through a dedicated cooperative purchasing landing page on our website, highlighting our status as an approved Sourcewell vendor and showcasing the number of years we have partnered with Sourcewell. This platform allows us to share past success stories, completed projects, testimonials, and case studies that demonstrate the value and quality of ClearSpan structures and services. We look forward to continuing and strengthening our relationship with Sourcewell while expanding our network of participating members within government, education, and nonprofit organizations. ClearSpan currently maintains a dedicated purchasing cooperative landing page on our website that contains links to specific contract details and cooperative purchasing information. We plan to continue expanding our outreach efforts through targeted marketing campaigns designed specifically for government agencies, educational institutions, and nonprofit organizations. Our planned marketing initiatives include: LinkedIn vendor and contract award announcements Email campaigns distributed to existing and prospective government, education, and nonprofit organizations Displaying cooperative purchasing sell sheets and marketing materials at trade shows and industry events Updating our website landing pages and marketing literature to reflect the new Sourcewell contract award Coordinating announcements with Canoe Procurement Group regarding the awarded contract Providing sell sheets, case studies, project spotlights, testimonials, and video content highlighting successful Sourcewell projects ClearSpan maintains a robust digital marketing strategy focused on reaching Sourcewell cooperative purchasing members. Our cooperative purchasing landing page allows participating entities to directly connect with our municipal specialists and submit project requirements for quotation requests.	*

		In the past, ClearSpan has also contributed testimonials and project success stories featured in Sourcewell newsletters and promotional materials. Our marketing efforts utilize a variety of platforms and media channels, including Google search marketing, YouTube videos, Facebook announcements, project photography, 3D renderings, educational videos, customer testimonials, and case studies. These campaigns are designed to generate new inbound leads while educating participating entities about the benefits of utilizing the Sourcewell contract and ClearSpan's extensive experience as an awarded vendor. ClearSpan's Marketing Director utilizes analytics tools, including HubSpot and Google Analytics, to monitor website traffic, campaign performance, email engagement, lead generation activity, and customer interactions. Marketing campaigns may be short-term informational campaigns promoting the contract or long-term nurturing campaigns focused on organizations that have expressed interest through website activity, quote requests, or campaign engagement. Our marketing department and sales team operate within the same CRM platform, HubSpot, allowing both departments full visibility into participating entity interactions and project opportunities. This integrated system enables our sales and marketing efforts to work in alignment while tracking all customer communications, including emails, phone calls, meetings, and project activity. In addition, ClearSpan utilizes the RingCentral phone system, which records customer calls for quality assurance and training purposes. This allows our team to review conversations when necessary to ensure accurate information, consistent customer support, and the best possible solutions are being provided to participating members.	
39	Describe how your organization will integrate a Sourcewell awarded agreement (e.g., training, incentives) into your sales process.	ClearSpan's previous awarded contracts with Sourcewell have provided a strong foundation for successfully implementing and supporting this contract across our organization. Our experienced sales professionals are fully versed in cooperative purchasing procedures and understand the details, requirements, and benefits associated with Sourcewell contracts. This experience allows our team to effectively guide participating entities through the purchasing process while ensuring compliance with cooperative purchasing guidelines. Our business development team regularly attends industry trade shows and conferences to promote our awarded vendor contracts using co-branded marketing materials and informational flyers. These events provide opportunities to educate government, education, and nonprofit organizations about the advantages of utilizing cooperative purchasing through Sourcewell and partnering with ClearSpan. To support consistency and operational efficiency, our sales team follows a documented step-by-step process outlining the cooperative purchasing workflow. This internal process guide serves as a reference tool to assist team members with any questions related to the cooperative purchasing process and ensures a consistent customer experience across all participating entities. In addition, our marketing department has developed quick-reference materials, including one-page documents displaying purchasing cooperative	

		logos, contract numbers, and key contract information. These materials are prominently displayed within employee workstations and shared internally to ensure all team members remain informed and aligned when supporting cooperative purchasing opportunities.	
40	Are your Solutions available through an e-Procurement or e-Commerce ordering process? If so, describe your system(s) AND provide one (1) example of how governmental and educational customers have successfully utilized them.	ClearSpan maintains a comprehensive website where participating members can review our various structure designs, sizes, styles, and product options. Due to the customized nature of our projects, structures cannot be purchased directly through the website. Each project is tailored to meet the specific operational requirements, site conditions, and applicable building codes of the region in which the structure will be installed. Our goal is to provide Sourcewell participating members with a wide range of possibilities and solutions for their projects while guiding them through the design and purchasing process. ClearSpan's experienced sales professionals are highly knowledgeable across our product lines and work directly with members to identify the most effective and cost-efficient solution for their needs. By working closely with participating entities throughout the project lifecycle, our team helps ensure that structures are properly designed to meet local code requirements, operational goals, and project specifications while delivering a smooth and consultative customer experience.	*

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

#	Question	Response *	
41	Describe any training programs related to your proposed Solution(s) available to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, delivery methods, and any costs that apply.	ClearSpan has a dedicated team that is well versed in the Sourcewell contract and provides one-on-one training for Sourcewell participating entities. These training sessions can be conducted through conference calls or Microsoft Teams meetings to collaborate directly with participating entities. Training sessions may include screen sharing to demonstrate program highlights, review the website, and explain how to effectively utilize the contract. At the discretion of the participating entity, these sessions can also be recorded for future reference and internal training purposes. ClearSpan also has extensive experience onboarding new customers into purchasing cooperatives. Once the contract is in effect, our sales team will begin introducing customers to the benefits of the cooperative purchasing process, including guidance on how to become a member and how utilizing purchasing contracts can streamline the bidding process, ultimately saving both time and money. In addition, our preconstruction managers and construction crews can provide on-site training for the maintenance and operation of the structure. ClearSpan's pre-engineered metal building (PEMB) structures require very little to virtually no ongoing maintenance or upkeep. Our industry-leading warranties on the frame, roof, paint, and labor further demonstrate our commitment to quality and long-term performance. Should the Sourcewell member request additional maintenance training, our team will provide it on-site at no additional cost to the participating entity.	*
42	Describe any technological	Last year, ClearSpan expanded our product portfolio by introducing a Cold-Formed Steel Structure product line to complement our existing I-Beam Metal	*

	advances that your proposed Solutions offer.	Building systems and support smaller-scale, budget-conscious projects. These weld-free structures are assembled using bolted connections, allowing for efficient installation and dependable structural performance. To support this expansion, ClearSpan invested in advanced robotic manufacturing equipment, enabling faster production schedules and rapid turnaround times for design drawings, including foundation plans. ClearSpan also utilizes advanced 3D rendering software that allows participating entities to experience a virtual walkthrough of their proposed structure. These renderings help customers visualize both the exterior and interior layout of the building, including accessories and project-specific features incorporated into the final design. Our Research and Development team continues to innovate and expand our product offerings to meet evolving customer needs and industry standards. ClearSpan's Insulated Metal Panels (IMP) provide high R-values for enhanced energy efficiency and overall building performance. These panels feature foam insulation sandwiched between two steel facing panels, creating a durable and thermally efficient system that also helps reduce installation time and labor costs while supporting compliance with local energy codes. IMP systems can be utilized for wall and roof applications, as well as interior partitions and ceilings. Our Standing Seam Roof Panels are available with energy-efficient finishes designed to improve solar reflectivity and emissivity, helping reduce energy consumption and improve overall building efficiency. We also offer translucent and polycarbonate panel options as an alternative to standard metal R-panels, allowing natural light to enter the building and creating a brighter interior environment. ClearSpan's durable I-Beam frame buildings are engineered using MBS design software, ensuring each structure is designed to withstand demanding weather conditions and provide long-term structural integrity. Our cold-formed steel buildings are engineered using ACT software to ensure every structure meets strict standards for strength, reliability, and performance. For large-scale projects, ClearSpan also offers bar joist building systems. These structures combine I-Beams with open-web trusses, allowing for wider clear spans at a cost-effective price point while reducing installation labor requirements. In addition, our insulated building systems are designed to meet applicable energy code compliance requirements, supporting sustainability initiatives and delivering long-term operational savings. When combined with our Simple Saver Liner System, the building benefits from enhanced insulation performance, fall protection for installation crews, and a clean, finished interior appearance. ClearSpan also offers helical pile foundation systems as an environmentally friendly alternative to traditional foundation methods. These systems reduce soil disturbance during installation and provide the added benefit of being	

		removable and reusable when project conditions require flexibility or future relocation.	
43	Describe any sustainability initiatives or certifications that relate to your organization and/or proposed Solutions. If applicable, describe the certification(s) for each initiative.	ClearSpan is certified under the International Accreditation Service (IAS) AC472 and A660 programs, both of which involve rigorous third-party audits of quality assurance systems, manufacturing processes, and material traceability procedures. The A660 certification, specifically developed for manufacturers of metal building systems, confirms compliance with strict structural fabrication standards and requires ongoing annual audits conducted by IAS. The nationally recognized AC472 Accreditation Program evaluates design, engineering, and manufacturing operations through a comprehensive independent audit process. This program focuses on key operational and quality control areas to ensure manufacturers maintain consistent standards throughout production. By achieving AC472 accreditation, ClearSpan provides customers with added confidence that their pre-engineered metal building (PEMB) is designed and manufactured to the highest industry standards. Material Certification and Traceability: All incoming materials are accompanied by mill test reports and material certifications to verify compliance with applicable ASTM specifications. Upon receipt, materials are reviewed, logged, and labeled to maintain full traceability throughout the manufacturing process. Certification records are linked to inventory lots and final project documentation to ensure complete accountability and quality assurance. ERP-Based Inventory and Job Management: ClearSpan utilizes a fully integrated Enterprise Resource Planning (ERP) system to manage inventory control, job scheduling, production tracking, and document management. This system provides real-time visibility into material usage and project status, helping ensure each project is executed with precision, efficiency, and full traceability. Certified Welding Inspector (CWI) Oversight: All welding activities are overseen by AWS Certified Welding Inspectors (CWIs). Inspections are conducted throughout the manufacturing process in accordance with AWS D1.1 standards, including fit-up inspections, in-process evaluations, and final weld quality inspections. Weld maps and inspection records are maintained for all structural components to support quality control and compliance documentation. Welder Tier Testing Program: All welders participate in a formal qualification program that includes tiered testing based on project-specific welding requirements. These qualification tests are administered and documented by Certified Welding Inspectors to ensure compliance with applicable welding procedures and industry standards. Welders are routinely re-evaluated to maintain consistent performance, workmanship, and quality standards.	*
44	Describe any third-party issued, eco- labels, ratings, or certifications that your proposed	ClearSpan offers a variety of products and systems designed to reduce energy costs while providing automated building control solutions. These offerings include recycled plastic lumber, radiant floor heating systems, high-efficiency heating units, solar power solutions, on-demand water heaters, Hydro Smart condensing micro boilers, energy-efficient lighting, smart thermostats, skylights, and automated doors equipped with motion sensors.	*

	solutions hold.	Our building solutions are designed with sustainability, efficiency, and long-term operational savings in mind. In addition, ClearSpan structures have contributed to projects achieving LEED certification and approval requirements through the incorporation of energy-efficient and environmentally conscious building components.	
45	What aspects of your company, solutions, or services are truly unique in the marketplace, and why are these unique advantages meaningful for Sourcewell participating entities?	One of ClearSpan's unique advantages is our ability to manufacture and offer multiple metal building systems in-house under one roof. This integrated approach allows ClearSpan to maintain direct control over inventory, quality assurance, engineering, fabrication, delivery, and building erection services from project inception through completion. By managing these operations internally, we provide participating entities with greater consistency, improved quality control, faster turnaround times, and more competitive pricing. Unlike pass-through vendors, ClearSpan directly oversees production schedules, manufacturing quality, and project costs, ensuring a reliable and seamless customer experience throughout every phase of the project. ClearSpan carefully evaluates each project to ensure compliance with International Building Code (IBC) standards, as well as all applicable state and local building code requirements. As a previously awarded Sourcewell vendor, ClearSpan has extensive experience assisting participating entities with understanding cooperative purchasing procedures, navigating the Sourcewell contract process, and demonstrating how the contract aligns with procurement policies and RFP requirements. Our marketing department has developed a comprehensive outreach strategy that continues to expand annually in order to increase awareness and utilization of the contract. Because our sales professionals are already trained in cooperative purchasing procedures and Sourcewell requirements, we are able to educate organizations that may not currently utilize purchasing cooperatives on the value, efficiency, and time-saving benefits these contracts provide. Through successful project completions, customer referrals, and consistent year-over-year growth, ClearSpan has demonstrated the long-term effectiveness of this approach. ClearSpan's I-Beam framing systems are backed by an industry-leading 50-year structural frame warranty. These structures utilize high-quality Grade 55 steel for the primary framing, purlins, and secondary structural components to ensure superior durability and long-term structural integrity. Available in red iron, gray, or galvanized finishes, the framing systems require minimal maintenance after installation. In addition, ClearSpan steel cladding systems include 40-year paint warranties, 20-year substrate warranties, and one-year workmanship warranties. ClearSpan's metal cladding systems are available in a variety of panel profiles and channel designs. Our Prime Panels are engineered to resist fading, rusting, and denting, while both our Prime Panel and Standing Seam Roof Panel systems are supported by industry-leading warranties, including: 20-year Galvalume perforation warranty 30-year chalk and fade warranty Lifetime paint adhesion warranty One-year labor warranty provided by ClearSpan Our I-Beam framing systems are engineered to deliver exceptional durability while remaining cost-effective. Because the structures utilize pre-engineered	*

		steel components, construction timelines are significantly reduced, helping minimize labor and installation costs while still delivering a dependable, long-lasting building solution. The efficient design of the I-Beam system allows structures to be customized for virtually any size or application without excessive material usage, making the system both structurally efficient and economical. ClearSpan's cold-formed steel building systems provide a versatile and budget-friendly alternative to traditional pole barns and timber-frame structures. These buildings are lighter in weight than conventional structures, requiring less steel and reducing overall project costs. The systems are designed for bolt-together assembly on-site, eliminating the need for welding and simplifying installation. Their lightweight design also reduces foundation requirements and contributes to faster construction timelines. During installation, cold-formed steel buildings are assembled using pre-drilled plates with bolted and screwed connections, requiring no welding or heavy equipment. Unlike many traditional pre-engineered metal building systems that require pre-set anchor bolts and extensive slab preparation, ClearSpan's cold-formed buildings can be attached to slab, pier, or strip foundations using post-installed anchors. Every building package includes engineered foundation plans, and the lighter structural frame can reduce concrete requirements by approximately 20–25% compared to comparable steel structures. These advantages allow projects to be completed with smaller crews, reduced equipment needs, and lower installation costs. Our sales professionals and preconstruction managers are assigned based on project expertise rather than geographic territory. This allows participating entities to work directly with experienced professionals who understand the specific project type, industry requirements, and cooperative purchasing guidelines associated with each project. ClearSpan manufactures cold-formed steel, fabric, metal I-Beam, and truss building systems that can be customized for nearly any application across a wide range of industries. Centrally located within the United States, ClearSpan is strategically positioned to streamline logistics and reduce transportation costs, helping pass both time and cost savings on to participating entities. ClearSpan also offers helical pile foundation systems for pavilion-style and specialty structures. Helical piles provide a fast and efficient installation process with minimal site disruption and no excavation requirements, making them a cost-effective and environmentally friendly alternative to traditional foundation systems. ClearSpan's PPG PSX 700FD painting system provides a highly durable, glossy finish engineered for long-term performance. The coating system is resistant to corrosion, chemicals, abrasion, UV exposure, graffiti, and harsh environmental conditions, helping preserve the appearance and integrity of the structure with minimal maintenance or repainting requirements. This durability reduces long-term maintenance costs associated with labor and materials. The PPG PSX 700FD system also offers a faster application process than traditional three-coat systems. The topcoat becomes touch-dry within approximately one hour, streamlining the painting process, reducing labor requirements, and helping projects remain on schedule. When paired with a zinc-rich epoxy primer, this advanced two-coat system significantly outperforms many traditional three-coat paint systems due to its exceptional corrosion resistance and long-term durability. Its superior gloss retention and color stability help buildings maintain a clean, attractive appearance for years after installation. These combined benefits create a	

		resilient, low-maintenance, and aesthetically appealing finish with an extended service life. To further support customer satisfaction, all projects are delivered with a comprehensive welcome kit that includes step-by-step installation instructions, maintenance guidelines, warranty information, and a welcome gift to enhance the customer experience. ClearSpan also actively collaborates with general contractors who incorporate our building systems into larger bid proposals and turnkey construction projects. In these situations, the general contractor oversees the overall project scope, including concrete, plumbing, electrical, and additional site work, while utilizing ClearSpan as the building system manufacturer and supplier. This collaborative approach allows the general contractor to pursue and manage the contract on behalf of the Sourcewell participating entity while ClearSpan provides engineering, manufacturing, and structural support throughout the project.	

Table 5B: Value-Added Attributes

Select any business certifications that your company or partners have obtained. Upload your confirming documentation.

Select all that apply below.

#	Certification	Offered	Comment	
46	Minority Business Enterprise (MBE)	○ Yes ● No	ClearSpan has a working history with many accredited firms. We will continue to develop these relationships including contracting projects to independent subcontractors accredited.	*
47	Women Business Enterprise (WBE)	○ Yes ● No	ClearSpan has a working history with many accredited firms. We will continue to develop these relationships including contracting projects to independent subcontractors accredited.	*
48	Disabled-Owned Business Enterprise (DOBE)	○ Yes ● No	ClearSpan has a working history with many accredited firms. We will continue to develop these relationships including contracting projects to independent subcontractors accredited.	*
49	Veteran-Owned Business Enterprise (VBE)	○ Yes ● No	ClearSpan has a working history with many accredited firms. We will continue to develop these relationships including contracting projects to independent subcontractors accredited.	*
50	Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ● No	ClearSpan has a working history with many accredited firms. We will continue to develop these relationships including contracting projects to independent subcontractors accredited.	*
51	Small Business Enterprise (SBE)	○ Yes ● No	ClearSpan has a working history with many accredited firms. We will continue to develop these relationships including contracting projects to independent subcontractors accredited.	*
52	Small Disadvantaged Business (SDB)	○ Yes ● No	ClearSpan has a working history with many accredited firms. We will continue to develop these relationships including contracting projects to independent subcontractors accredited.	*
53	Women-Owned Small Business (WOSB)	○ Yes ● No	ClearSpan has a working history with many accredited firms. We will continue to develop these relationships including contracting projects to independent subcontractors accredited.	*

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

Provide detailed pricing information in the questions that follow below.

#	Question	Response *	
54	Describe your payment terms.	ClearSpan offers a variety of payment options, including Net terms, progress payments, upfront payments, and financing solutions. Our Finance Department works directly with each Sourcewell participating member to determine the preferred payment structure, including any special terms or billing requirements needed for the project.	*
55	Describe your accepted payment methods. For credit card/procurement card (pCard), describe any fees associated with these methods.	ClearSpan accepts payment by cash, check, money order, wire transfer and ACH/EFT. At this time, we are unable to accept P-Card payments.	
56	Describe available leasing, financing, or as-a-service options, including key features and any third-party providers or financial partners used.	Participating entities have the option to finance their metal building project through ClearSpan's in-house financing services. Our experienced financing team works directly with each participating entity to understand their operational needs and develop a financing solution that best fits their budget and goals. Financing is available for projects as low as $5,000, and qualified buyers may be eligible for terms starting at 9.99% with no money down.	*
57	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.	If the participating entity is unable to provide its own contract or purchase order containing applicable terms and conditions, ClearSpan will utilize its standard transaction documents for execution. Please refer to the documents submitted under the "Standard Transaction Document Samples" section of the RFP.	*
58	Describe your pricing model AND quantify the proposed discount(s) offered. If proposed pricing is Line-Item Pricing, Proposer must submit: A. For each Line, provide your list/MSRP, the offered discount(s), and the "Master Agreement Price". B. If proposed pricing is a Percentage Discount from Catalog or Category, one of the following MUST be submitted:	ClearSpan has provided a detailed line-item pricing spreadsheet in which each SKU reflects a discounted Sourcewell price or a percentage discount off retail pricing. All products and services are identified with corresponding product details and pricing breakdowns within each tab of the spreadsheet. Please refer to the document included under the "Pricing" section of this RFP for complete details. Our Range of Discounts for this proposal: 6% to 40% Discounts are applied on a per-product and per-service basis and are clearly identified within the pricing documentation.	*

	(1) an active URL to a current published online catalog; OR (2) a complete price file with current pricing. Refer to RFP Section III. Pricing for additional guidance.		
59	Provide details of any quantity or volume discounts, as well as any rebate programs that are available in addition to the proposed pricing structure discounts.	ClearSpan reviews quantity and volume discount opportunities on a case-by-case basis. As the manufacturer, we maintain direct control over pricing and eliminate third-party markups. Additional discounts may be available when multiple structures are purchased, particularly for projects involving multiple locations with identical building designs. In these situations, design, engineering, and manufacturing efficiencies can be achieved by replicating the approved structure design, resulting in overall cost savings.	*
60	Describe your method of facilitating non-contracted products or related services and define the associated costs/fees.	ClearSpan will provide Sourcewell participating members with separate quotations for products and services that fall outside the scope of the awarded Sourcewell contract.	*
61	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.	Any applicable taxes will be clearly identified on the quote or proposal provided to the participating entity. If a participating entity returns a product after the approved return period, a restocking fee may apply. Additionally, any required bond fees requested by the participating entity are not included in this proposal.	*
62	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) in the contiguous United States.	ClearSpan has the resources, transportation network, and logistical capabilities to ship products anywhere within the contiguous 48 states, with freight costs incorporated into the quoting process. We continuously evaluate and negotiate with shipping partners to provide Sourcewell participating entities with the most competitive freight rates available. For our distributed goods product lines, ClearSpan also works directly with vendors to offer drop-shipping options, reducing unnecessary handling and transportation expenses by shipping products directly to the project site rather than routing materials through our manufacturing facility. Freight costs are generally determined based on the number of truckloads required and the mileage from our Dyersville facility to the final delivery destination.	*
63	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) for Alaska, Hawaii, Canada, or any offshore delivery.	Projects requiring offshore delivery, including those located in Alaska, Hawaii, and Canada, are reviewed on a case-by-case basis. Shipping methods and logistics options—such as overseas containers versus traditional truckload freight—are carefully evaluated to provide the most cost-effective solution for the participating entity.	*

64	Describe any unique distribution, delivery, or deployment methods offered in your proposal.	ClearSpan offers several flexible delivery options to help reduce costs and improve efficiency for participating members. Distributed goods can be drop-shipped directly from the vendor to the project site, eliminating the need to route materials through our manufacturing facility and reducing both delivery time and freight costs. Additionally, if a participating member prefers to arrange their own freight carrier for structure pickup, ClearSpan can accommodate customer-managed transportation and pickup coordination.	*
65	Describe any self-audit processes or programs that you will employ to verify that Sourcewell participating entities have obtained Agreement pricing and to verify compliance with the resulting Agreement.	ClearSpan has implemented a self-audit process to ensure accurate proposal pricing is consistently applied for all Sourcewell members. Our Sales and Finance teams follow strict protocols when managing projects involving Sourcewell participating entities. Prior to issuing a quotation to a Sourcewell member, the proposal is reviewed by the contract manager to ensure the proper discount percentage and contract pricing are accurately reflected. Our Finance and Legal departments review all contractual documentation to ensure all required Sourcewell documents have been properly executed and that purchase orders, when applicable, have been obtained. Once the project has been invoiced, the order is added to the Sourcewell reporting spreadsheet for tracking and quarterly reporting purposes. At the close of each quarter, the Contract Manager reviews the spreadsheet to confirm the accuracy of all order data and ensure administrative fees are remitted promptly. All orders are managed within our ERP system to maintain accurate pricing, invoicing, and reporting records for participating entities. The Contract Manager works closely with the Finance team to verify all reporting information is accurate before submitting the quarterly report to the assigned Sourcewell representative and Finance department. Following Finance review, payment for all applicable administrative fees is issued directly to Sourcewell in a timely manner.	*
66	Provide a list of internal metrics that will be tracked to measure the success of a resulting Agreement.	Our Contract Manager tracks all orders obtained through Sourcewell members on both a quarterly and yearly basis. We measure contract success through overall revenue generated, as well as the conversion of marketing leads into completed sales. All Sourcewell orders are tracked within our ERP system throughout the entire project lifecycle, including quoting, order entry, manufacturing, delivery, and invoicing. Once an order has been invoiced, it is added to the quarterly reporting spreadsheet required by Sourcewell for administrative fee calculations and reporting purposes.	*
67	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the	ClearSpan proposes a 2% administrative fee. This administrative fee is consistent with the fee structure under which we were successfully awarded a contract in 2023.	*

	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.		

Table 6B: Pricing Offered

#	The Pricing for this Proposal is: *	Specify the basis for the pricing offered, include unique circumstances or justifications	
68	As good as or better than pricing typically offered through our existing cooperative contracts, state contracts, or agencies.	ClearSpan is committed to offering Sourcewell members cost savings that are equal to or better than those available through other procurement methods. We will continue to provide competitive pricing and value-driven solutions to all Sourcewell participating entities. A unique advantage of ClearSpan is our ability to offer two different types of pre-engineered metal building (PEMB) systems. This flexibility allows us to design and deliver structures that meet the specific timeline, budget, and operational needs of Sourcewell members throughout the United States and Canada. By offering multiple PEMB solutions, participating entities are able to evaluate options that differ from traditional market offerings, including more cost-effective, efficient, and material-conscious building concepts. ClearSpan's diverse product offerings provide Sourcewell members with greater flexibility, faster installation timelines, and economical building solutions when compared to many competitors in the industry. Pricing proposals for projects located in Canada will be provided in U.S. dollars.	*

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

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.

#	Category or Type	Offered *	Provide a detailed description of all solutions offered.	
69	Steel frame buildings	◉ Yes ○ No	ClearSpan provides a wide range of turnkey design-build solutions for pre-engineered steel buildings. Both our structural steel I-beam ("red iron") and cold-formed steel building systems are included within this proposal, allowing us to deliver the ideal solution based on each	*

			participating member's project scope, budget, timeline, and operational requirements. Our red iron I-beam structures can be engineered up to 300 feet wide with unlimited lengths and no internal support columns, creating a truly clear-span building. Available profiles include gable, monoslope, and pavilion designs. These structures can also incorporate awnings, mezzanines, lean-tos, and other custom features to maximize usable space and functionality. Every project is managed individually by ClearSpan's experienced sales and project management professionals. We collaborate closely with the Sourcewell participating member to identify the most effective turnkey solution, including project design, engineering, manufacturing at our state-of-the-art facility in Dyersville, Iowa, installation services, and post-sale support to ensure long-term project success. ClearSpan also offers cold-formed steel buildings as an efficient and economical alternative to traditional pre-engineered metal buildings (PEMBs). These structures utilize precision roll-formed components rather than welded framing systems, allowing for faster engineering, reduced labor requirements, lower foundation costs, and simplified installation. Because of this manufacturing method, many cold-formed structures can be delivered in as little as four weeks. Our cold-formed buildings are available in widths ranging from 3 feet to 100 feet, heights up to 30 feet, and unlimited lengths. Customers benefit from extensive customization options, including mezzanine floors, lean-tos, eaves, overhangs, and fully custom configurations. Common applications include agricultural, commercial, and industrial facilities, as well as metal carports, walkways, dock stations, and storage structures. ClearSpan cold-formed buildings are engineered to meet local wind and snow load requirements throughout the United States and Canada, ensuring a durable, code-compliant structure with long-term performance. Manufactured from high-quality galvanized steel, these buildings provide a clean, finished appearance inside and out. Because the systems are roll-formed rather than welded, they eliminate many of the visible blemishes associated with traditional welded structures while also minimizing long-term maintenance requirements. Available cold-formed building profiles include gable, single slope, American barn, gambrel, and fully custom designs. These systems utilize many of the same cladding options and accessories available with red iron structures while benefiting from a lighter-weight framing system. Each cold-formed building is manufactured in ClearSpan's Dyersville, Iowa facility using advanced roll-forming technology. Steel coils are processed through precision rollers to create engineered structural components with consistent quality and accuracy. Building systems consist of straight columns and rafters, along with knee and apex braces. Primary framing members range from 16-gauge to 10-gauge steel and vary from 4 inches to 24 inches in depth and 2.5 inches to 5 inches in width. ClearSpan's Dyersville manufacturing facility utilizes advanced automation and modern production technology to provide high-quality buildings with rapid production timelines. We also offer a wide variety of roof and wall cladding styles and finishes, allowing participating members to customize the appearance and performance of their structure to meet project-specific needs.	

70	Wood frame metal buildings	○ Yes ◉ No	N/A	*
71	Hybrid wood and steel buildings	○ Yes ◉ No	N/A	*
72	Precast concrete	○ Yes ◉ No	N/A	*
73	Prefabricated buildings	◉ Yes ○ No	ClearSpan offers a comprehensive portfolio of prefabricated building solutions designed to meet the needs of virtually any industry sector. Our structures are available in a wide variety of profiles, sizes, and configurations, allowing us to provide customized solutions for agricultural, commercial, industrial, municipal, and recreational applications. In addition to traditional steel building systems, ClearSpan also offers a hybrid line of structures that combine a durable metal frame with a fabric roof system. These hybrid buildings provide a cost-effective, versatile solution that delivers natural light, enhanced interior brightness, and efficient large-span coverage for a variety of operational needs.	*
74	Services complementary to the solutions described above, including design build services, site preparation, installation, demolitions and disposal of existing structures, inspection, repair, and maintenance. However, this solicitation should NOT be construed to include "services only" solutions.	◉ Yes ○ No	ClearSpan offers a wide variety of design-build services to Sourcewell participating members, providing comprehensive support throughout every phase of a project. Our services include design assistance, engineering, prefabricated building accessories, installation, inspections, repairs, site supervision, and ongoing maintenance services. ClearSpan's building accessories include insulation, doors, anchoring systems, ventilation, lighting, and heating solutions. We also offer foundation support services, including helical anchors and engineered foundation drawings tailored to project-specific requirements. In addition, ClearSpan has the capability to provide long-term service agreements on a project-by-project basis for Sourcewell members. These service programs may include annual inspections, preventative maintenance visits, repairs, and ongoing support based on the customer's operational needs. Pricing for these services is evaluated on a case-by-case basis and may include labor rates, equipment rental fees, and travel expenses depending on the scope and location of the project. With access to more than 30,000 distributed products, ClearSpan can transform a basic structure into a fully turnkey solution, delivering a complete building system customized to the participating member's requirements.	

Table 7B: Depth and Breadth of Offered Solutions - Industry Specific

#	Question	Response *	
75	Describe in detail warranties offered and how they will be administered,	ClearSpan offers industry-leading warranties on our pre-engineered metal building systems. Our comprehensive warranty programs include the following:	*

	including if they cover all products, parts, labor, technician travel, and geographic locations covered.	ClearSpan provides a one-year installation labor warranty on all completed projects. Our I-Beam frame structures are backed by a 50-year structural frame warranty, demonstrating the long-term durability and reliability of our building systems. ClearSpan's steel cladding is engineered for extended service life and includes a 40-year paint warranty, 20-year substrate warranty, and one-year workmanship warranty. Our Cold-Form Building systems include a three-year frame warranty, along with a 25-year paint and substrate warranty on metal roof and sidewall cladding. Small components, accessories, and workmanship are covered by a one-year warranty. Our premium Prime Panel and Standing Seam Roof Panel systems are backed by industry-leading warranties, including a 20-year Galvalume perforation warranty, 30-year chalk and fade warranty, and lifetime paint adhesion warranty. Warranty coverage for products manufactured by third parties and included as part of this proposal will follow the original manufacturer's warranty terms and will be passed directly to the Sourcewell participating member. ClearSpan's customer service team works closely with both the Sourcewell member and manufacturer partners to ensure responsive warranty support, exceptional customer service, and complete satisfaction throughout the life of the project. Please refer to the documents submitted under the "Upload Additional Documents" section of the RFP.	
76	Describe your installation process and how it is managed from product order to completion.	Once an order is entered, a dedicated pre-construction manager is assigned to oversee the project through completion. This individual works directly with the Sourcewell participating member to identify all site-specific requirements related to the installation, including OSHA regulations, prevailing wage requirements, safety training certifications, and background check requirements. These project requirements are reviewed by ClearSpan's Commercial Builder Estimator to determine the most qualified installation crews for the project. ClearSpan ensures that all installation crews are properly licensed, meet project-specific compliance requirements, and have experience with similar building installations. The pre-construction manager will work closely with the Sourcewell member throughout the entire process, including final design approval, delivery scheduling, and installation coordination. Also, they will be the point of contact for the installation crew throughout the project. ClearSpan also offers site supervisor services for Sourcewell members who choose to self-install their structure. In these cases, an experienced site supervisor can oversee the construction process and assist with erection, installation procedures, troubleshooting, and project coordination as needed. If the participating entity elects to install the structure using its own labor force, ClearSpan can also provide instructional "how-to" videos and installation resources to support the installation process. When installation	*

		services are provided by ClearSpan, work will be completed by qualified and licensed contractors.	
77	Describe your design service offering, if available. Associated costs/fees must be clearly identified in your pricing proposal	ClearSpan provides comprehensive design and engineering services for our pre-engineered metal building systems. Our engineers are licensed in the state where the structure will be installed and can provide stamped engineered drawings for both the building structure and its foundation. ClearSpan's in-house estimators and licensed engineers utilize a variety of industry resources, including the International Building Code (IBC) and the ASCE Hazard Tool, to ensure all structures are designed to meet applicable wind and snow load requirements. Our team also reviews local municipal and county building department requirements to verify compliance with all applicable building codes and permitting standards. Please refer to the pricing document submitted under the " Pricing" section under the "Engineering Services" tab.	*

Exceptions to Terms, Conditions, or Specifications Form (Not Scored)

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Table 9: Selected Bid Pricing Line Items ****NOT SCORED****

Please fill out table as able. This table is not scored but will be used to prepare competitive solicitation documentation. If you do not offer these products, no pricing is required.

#		Describe Discount	Unit of Measure	Offering Provided? *	Supplier Notes
79	Lowest discount off of pre-engineered structure (shell)	15% Discount off MSRP	Per Pound	◉ Yes ○ No	
80	Highest Discount % Offered for Pre-Engineered Structure (Shell)	15% Discount off MSRP	Per Pound	◉ Yes ○ No	Standing Seam Roof Upgrade % Discount per Sq foot will apply.
81	Volume Discounts Offered	% off MSRP	Per Structure	◉ Yes ○ No	Volume Discounts reviewed case by case.
82	Site Prep Price Per Square Foot (Lowest)	N/A		○ Yes ◉ No	
83	Site Prep Price Per Sqaure Foot (Highest)	N/A		○ Yes ◉ No	
84	Turnkey Project Price Per Square	15% Discount off	Per Pound and	◉ Yes	Custom Door Accessory

	Foot (Lowest)	MSRP	Each Item	No	items, Ventilation, Lighting
85	Turnkey Project Price Per Square Foot (Highest)	20% Discount off MSRP, Variety of Custom Accessories	Each Item	(selected) Yes No	Custom Doors, Anchors, Heating
86	Labor rate for installation	10% Discount	Per Structure	(selected) Yes No	
87	Restocking Fee for Standard Inventory Items	15% Restocking Fee if returned within 90 Days.	Per Item	(selected) Yes No	
88	Freight Pricing	Discount	Per Freight Logistics	(selected) Yes No	ClearSpan will partner with varies freight companies to deliver the most competitive rate available.
89	Base Price Per Square Foot Pre-Engineered Steel Frame Structure	15% Discount off MSRP	Per Pound	(selected) Yes No	Discount applied per Pound versus Square Foot based on engineering requirements.
90	Base Price Per Square Foot Pre-Engineered Wood Frame Structure	N/A		Yes (selected) No	
91	Base Price Per Square Foot Pre-Cast Concrete Structure	N/A		Yes (selected) No	
92	Base Price Per Square Foot Pre-Engineered Hybrid Wood & Steel Frame Structure	N/A		Yes (selected) No	ClearSpan offers a hybrid structure, pre-engineered fabric covered roof and steel base frame structure.
93	Pre-fabricated kits (materials only)-Wood kit	N/A		Yes (selected) No	
94	Pre-fabricated kits (materials only)-Steel kit	15% discount off MSRP	Per Pound	(selected) Yes No	
95	Pre-fabricated kits (materials only)-Hybrid wood and steel kit	N/A		Yes (selected) 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 - 2026 Sourcewell Metal Pricing_.xlsx - Monday May 18, 2026 15:21:51
- Financial Strength and Stability - Financial Documents.pdf - Thursday May 07, 2026 09:56:39
- Marketing Plan/Samples - Marketing Plan Documents.pdf - Monday April 27, 2026 16:13:47
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Master Sales Agreement.pdf - Wednesday May 13, 2026 14:00:27
- Requested Exceptions - RFP_051926_Pre-Engineered_Buildings_Master_Agreement (2).docx - Thursday May 07, 2026 09:43:45
- Upload Additional Document - Warranty Documentation.pdf - Friday May 15, 2026 13:38:17

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. - Sonia Harrison, Contract Manager, Clearspan Fabric Structures International Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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
Addendum_3_Pre-Engineered_Buildings_RFP051926 Wed April 8 2026 12:25 PM	☑	1
Addendum_2_Pre-Engineered_Buildings_RFP051926 Mon April 6 2026 03:19 PM	☑	1
Addendum_1_Pre-Engineered_Buildings_RFP051926 Wed April 1 2026 11:11 AM	☑	1