**MASTER AGREEMENT #060926**
**CATEGORY: Modular Buildings and Portable Storage Solutions with Related Services**
**SUPPLIER: American Ramp Company dba Atlas Safe Rooms**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and American Ramp Company dba Atlas Safe Rooms, 601 S. McKinley Ave., Joplin, MO 64801 (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.

E. **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 August 31, 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.

F. **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.

G. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #060926 ("RFP") to Participating Entities. In Scope solutions include:

Sourcewell is seeking proposals for Modular Buildings and Storage Solutions with Related Services, including:

a. **Modular Building Solutions**
Modular, relocatable, demountable, portable, temporary, and reusable buildings, along with complementary services such as transportation, delivery, installation, assembly, disassembly, relocation, maintenance, and repair.

b. **Portable and Mobile Storage Solutions and Services**
Portable and mobile storage solutions, including supporting services such as transportation, delivery, placement, relocation, servicing, maintenance, and retrieval at customer sites.

Proposers may respond to one or both sub-categories described above. Proposals for sub-category (b) should demonstrate the proposer's service capabilities as an integral component of the offering.

This RFP is intended for Modular Building and Portable Storage Solutions constructed from factory-built, three-dimensional modules that are substantially complete prior to delivery and placed or installed on-site. Solutions that consist primarily of pre-engineered structural framing systems assembled on-site are not within the scope of this solicitation. Additionally, this solicitation does not include trailers or units designed primarily for routine towing or transport between sites.

H. **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.

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

J. **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.

K. **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.

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

M. **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.

N. **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.

O. **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.

P. **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, 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:<br>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.

| Sourcewell | American Ramp Company dba Atlas Safe Rooms |
|---|---|
| Signed by: Jeremy Schwartz C0FD2A139D06489... | Signed by: Brandon Robinson 81C87F9754EA404... |
| By: ___________________________ | By: ___________________________ |
| Jeremy Schwartz | Brandon Robinson |
| Title: Chief Procurement Officer | Title: VP of Operations |
| Date: 8/28/2026 \| 4:35 PM CDT | Date: 8/28/2026 \| 4:28 PM CDT |

## 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

# RFP 060926 - Modular Buildings and Portable Storage Solutions with Related Services

## Vendor Details

| | |
|---|---|
| Company Name: | Atlas Safe Rooms |
| Does your company conduct business under any other name? If yes, please state: | American Ramp Company |
| Address: | 601 S McKinley Ave<br>Joplin, MO 64801 |
| Contact: | Brandon Robinson |
| Email: | brandon@atlassaferooms.com |
| Phone: | 417-291-8862 |
| Fax: | 417-206-6888 |
| HST#: | 45-4925840 |

## Submission Details

| | |
|---|---|
| Created On: | Monday May 18, 2026 13:28:24 |
| Submitted On: | Friday June 05, 2026 16:46:47 |
| Submitted By: | Brandon Robinson |
| Email: | brandon@atlassaferooms.com |
| Transaction #: | 48754566-1af8-4720-b29a-01bab5b693a4 |
| Submitter's IP Address: | 10.13.0.16 |

# 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 * | |
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| 1 | Provide the legal entity name of the Proposer authorized to submit this Proposal. | Atlas Safe Rooms, 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. | Y | * |
| 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. | American Ramp Company dba Atlas Safe Rooms | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | 6YMJ8 | * |
| 5 | Provide your NAICS code applicable to Solutions proposed. | 332999 | |
| 6 | Proposer Physical Address: | 601 S. McKinley Ave.<br>Joplin, MO 64801 | * |
| 7 | Proposer website address (or addresses): | https://www.atlassaferooms.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. | Brandon Robinson<br>VP of Operations<br>601 S. McKinley Ave.<br>Joplin, MO 64801<br>brandon@atlassaferooms.com<br>800-781-0112 | * |
| 9 | Identify the Proposer's primary contact for this proposal, include name, title, address, email address, and phone number: | Brandon Robinson<br>VP of Operations<br>601 S. McKinley Ave.<br>Joplin, MO 64801<br>brandon@atlassaferooms.com<br>800-781-0112 | * |
| 10 | Identify the Proposer's other contacts for this proposal, if any, include name, title, address, email address, and phone number. | Emily Dunavent<br>Director of Development<br>400 N. Walton Blvd., Suite A | * |

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| | | Bentonville, AR 72712<br>emily@atlassaferooms.com<br>479-483-3707<br><br>Ashley Reynolds<br>Contract Administrator<br>601 S. McKinley Ave.<br>Joplin, MO 64801<br>areynolds@atlassaferooms.com<br>417-206-6816 | |

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

| # | Question | Response * | |
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| 11 | Provide a brief history of your company and industry longevity related to the requested Solutions. | Atlas Safe Rooms was founded in 2012 after an EF-5 tornado hit Joplin, Missouri, killing 158 people and injuring more than 1,000 others. Recognizing the need for storm shelters that could withstand that size of tornado, Atlas Safe Rooms was formed and has grown from a local storm-shelter manufacturer into a nationwide provider of storm shelter, safe room, and secure storage solutions for residential, commercial, industrial, government, tribal, and educational customers. Our headquarters and manufacturing operations remain in Joplin, with showroom locations serving Joplin, Oklahoma City, and Bentonville.<br><br>Our company was built in a region with firsthand experience of severe weather, giving us a practical understanding of the need for reliable, accessible tornado protection. Atlas manufactures and installs modular above-ground storm shelters and safe rooms for homes, businesses, schools, government entities, tribal entities, and large facilities, with solutions designed for both new construction and existing concrete slab installations. In addition to life safety during severe weather events, Atlas shelters may also provide practical day-to-day value as secure storage space for emergency supplies, equipment, records, tools, and other critical materials.<br><br>Atlas has more than a decade of industry experience in storm shelter and safe room solutions, with BBB accreditation dating back to 2013. Our shelters have undergone Texas Tech EF-5 simulated projectile impact testing, and Atlas has also received third-party engineering reviews supporting compliance with applicable storm shelter codes and standards.<br><br>Through this experience, Atlas Safe Rooms has developed the manufacturing knowledge, installation processes, and field experience needed to deliver dependable safe room solutions for the requested scope, while also offering customers flexible shelter options that may support both occupant protection and secure | * |

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| | | storage needs. | |
| 12 | Describe what specific outcomes or deliverables your company anticipates upon receiving an award from Sourcewell. | Upon receiving an award from Sourcewell, Atlas Safe Rooms anticipates delivering a streamlined and compliant procurement pathway for government, tribal, school, and other eligible public entities seeking storm shelter, safe room, and secure storage solutions. Atlas has been, and will continue, speaking with these entities about their need for reliable severe weather protection, and a Sourcewell award would give them more ready access to our solutions through an established cooperative purchasing contract.<br><br>Expected outcomes and deliverables include:<br><br>1. Safe Room, Storm Shelter, and Storage Solutions<br>Atlas would provide engineered, tested, and code-aligned safe room and storm shelter products suitable for municipal, tribal, educational, commercial, industrial, and public safety applications. In addition to life safety during severe weather events, these shelters may also provide practical day-to-day value as secure storage space for emergency supplies, equipment, records, tools, or other critical materials.<br><br>2. Better Access to the Right Shelter Solution<br>A Sourcewell award would allow participating entities to select the type of shelter that best fits their needs, site conditions, occupancy requirements, storage needs, and long-term safety goals, rather than being limited to the lowest-cost option alone. This helps ensure agencies can prioritize performance, usability, durability, security, and life safety when making purchasing decisions.<br><br>3. Turnkey Project Support<br>Atlas anticipates delivering complete project support, including consultation, product recommendations, layout guidance, quoting, manufacturing coordination, delivery, and installation services where applicable.<br><br>4. Standardized Pricing and Procurement Support<br>Atlas would provide Sourcewell members with clear pricing, product information, proposal support, and contract documentation to help simplify purchasing and reduce administrative burden.<br><br>5. Reliable Manufacturing and Installation Capacity<br>Atlas would use its established manufacturing processes, experienced installation teams, and regional service capabilities to fulfill awarded projects efficiently and professionally.<br><br>6. Improved Public Safety and Operational Outcomes<br>The primary outcome of an award would be expanded access to dependable storm protection solutions that help protect occupants during tornadoes and severe weather events. Where appropriate, these same shelter spaces can also support operational preparedness by serving as secure storage areas for emergency | * |

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| | | response materials, supplies, and other essential items.<br><br>7. Ongoing Customer Service and Warranty Support<br>Atlas would continue supporting Sourcewell members after delivery and installation through customer service, warranty assistance, maintenance guidance, and responsive communication.<br><br>Overall, Atlas Safe Rooms anticipates that a Sourcewell award would result in a dependable cooperative purchasing option for agencies seeking high-quality safe room solutions, while helping communities improve preparedness, resilience, storage capacity, and life safety. | |
| 13 | Provide non-confidential indicators that demonstrate your organization's financial strength and long-term stability. Acceptable examples include such items as:<br>• Annual revenue range (select a range—do not provide confidential statements)<br>• Years in business<br>• Publicly available SEC filings (if applicable)<br>• Third party credit scores or ratings (e.g., D&B, bond ratings)<br>• Letters of credit or financial backing from a banking institution<br><br>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. | Atlas Safe Rooms has generated annual revenue between $3,000,000 and $6,000,000 over the past five years. The company has experienced considerable revenue growth over the past 18 months, and based on current performance, we anticipate the potential to exceed $6,000,000 in annual revenue for the first time in 2026.<br><br>Atlas Safe Rooms has been in business for 14 years, providing storm shelters and secure storage solutions to customers throughout the company's history.<br><br>Atlas Safe Rooms is a wholly owned subsidiary of SchuBemo Holdings, Inc. and a sister company of American Ramp Company, which is also wholly owned by SchuBemo Holdings, Inc.<br><br>American Ramp Company manufactures the storm shelter products that Atlas Safe Rooms purchases and resells to end customers. Due to this integrated operational relationship and shared corporate ownership, Atlas Safe Rooms operates under the financial lines of credit maintained by American Ramp Company.<br><br>Accordingly, the letter of credit submitted with this bid has been issued under American Ramp Company's credit facility and is provided on behalf of Atlas Safe Rooms as a sister company operating within the same SchuBemo Holdings, Inc. corporate family.<br><br>Please see the attached "ARC Letter of Credit" document, which provides evidence of our current credit line and banking relationship. | * |
| 14 | Describe your US market share for your proposed Solutions.<br><br>OR<br><br>Provide the number of US Education and Government | Over the past three (3) years, Atlas Safe Rooms has served 26 unique Education and Government customers across the United States, including:<br><br>Education Sector: 12 unique customers, representing $2,590,991.77 in total sales.<br>Government Sector: 14 unique customers, representing $1,258,080.63 in total sales. | * |

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| | entities you have served over the past three (3) years, along with the total number of states where you have made sales. | Atlas Safe Rooms has completed sales and installations in 35 U.S. states, demonstrating broad geographic reach and experience serving diverse regional requirements and building standards.<br><br>These numbers demonstrate Atlas's growing national footprint and increasing traction within both the education and government sectors. This foundation is especially significant because both the education and government markets tend to produce repeat business, long-term relationships, and larger-scale project opportunities over time. As<br><br>Atlas continues to strategically focus on expanding within these sectors, increasing outreach, strengthening partnerships, and growing brand awareness nationwide, these figures are expected to accelerate substantially over the next three years. With an established presence already spanning much of the country, Atlas is well positioned to convert existing momentum into broader market penetration and sustained revenue growth. | |
| 15 | Describe your Canadian market share for your proposed Solutions.<br><br>OR<br><br>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. | Atlas Safe Rooms has not currently worked in Canada due to the limited demand for storm shelters as well as the challenge of making our solutions financially viable from the central US. This could change as we complete more projects at schools and industrial centers and as the demand grows in that region with the shift in climate patterns. | * |
| 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. | No, Atlas Safe Rooms does not have any ongoing or completed 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 | No. Neither Atlas Safe Rooms nor any included Responsible Party has had any debarments or suspensions within the past seven years. | * |

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| | must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation. | | |
| 18 | Describe any relevant industry awards or achievements that your organization has received in the past three (3) years, including the year received. | Atlas Safe Rooms has not received any major national industry awards within the past three (3) years. However, the organization has maintained several notable industry recognitions and professional affiliations during that period, including:<br><br>Better Business Bureau (BBB) Accreditation with an A+ Rating (maintained 2023–2026), recognizing the company's commitment to ethical business practices and customer service.<br><br>Active Membership in the American Tornado Shelter Association (ATSA) (maintained 2023–2026), demonstrating compliance with recognized industry standards and best practices for storm shelter manufacturing and installation.<br><br>Atlas Safe Rooms continues to focus on product quality, customer safety, and compliance with FEMA and ICC storm shelter standards as core organizational achievements. | * |
| 19 | What percentage of your sales were to the government sector in the past three (3) years? This and the following line should not exceed 100%. | 8.04% | * |
| 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%. | 16.55% | * |
| 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. | TIPS (since April 2025) - $29,152.08 in total revenue | * |
| 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. | N/A - Atlas Safe Rooms does not hold any GSA contracts or SOSA. | * |

## 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 * | |
|---|---|---|---|
| Wynne Public Schools | Dr. Kenneth Moore | 870-238-5020 | * |
| Labette Community College | Kevin Doherty | 620-421-6700 | * |
| Trinity Lutheran School | Amanda Moennig | 417-235-5931 | * |

## 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 * | |
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| 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).<br>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?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third | Atlas Safe Rooms along with our sister company, American Ramp Company, operates as a manufacturer and service provider. Our sales and service functions are handled primarily by company employees who are trained on our products, installation requirements, safety standards, and customer support procedures.<br><br>For projects that require local support, delivery, installation, supplemental field service, or related site work, Atlas Safe Rooms may work with qualified third-party contractors, dealer partners, and local service providers. Local service providers may include companies that perform additional scope items as needed, such as concrete, electrical, or other site-specific services. Atlas Safe Rooms also maintains a small representative network through strategic partnerships that serve as an external sales force, expanding our geographic footprint and allowing for more face-to-face engagement with customers. These representatives, dealers, contractors, and local service providers are not employees of Atlas Safe Rooms; however, they are selected, coordinated, and supported by Atlas Safe Rooms to help ensure the proposed products and services are delivered in accordance with our specifications, quality standards, and customer requirements.<br><br>Atlas Safe Rooms maintains responsibility for product quality, project coordination, technical support, and customer service throughout the process. Any third-party dealers, installers, or service partners engaged for a project operate under Atlas Safe Rooms' direction and are expected to follow our standards for professionalism, safety, and workmanship. | |

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| | 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. | Our internal sales force is based out of three office locations: Joplin, Missouri; Bentonville, Arkansas; and Norman, Oklahoma. As a storm shelter and safe room manufacturer headquartered in Joplin, Missouri, a significant portion of our sales and service focus is concentrated within approximately a three-hour drive of these locations, where we can provide responsive support and direct customer engagement.<br><br>Each office location has two employees who are primarily involved in sales and customer service activities, for a total of six direct full-time employees supporting these functions. These team members serve multiple sectors, including residential, commercial, government, and education customers. For the requested solutions, our government and education sales efforts are supported by the same experienced sales and service personnel who work across our broader customer base. There is overlap between sales and service, as our team members are trained to assist customers from initial inquiry and solution development through project coordination, delivery support, and post-sale service.<br><br>In addition to our internal sales force, Atlas Safe Rooms maintains a representative network through strategic partnerships that expands our geographic footprint and provides additional face-to-face customer engagement in markets outside our primary office regions. Atlas Safe Rooms has completed projects in 35 states and has the capability to support customers in all 50 states and abroad as project needs arise and market opportunities grow. | * |
| 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. | Atlas Safe Rooms currently delivers solutions through a combination of company-owned locations, authorized dealers, and housing developer partnerships across Missouri, Arkansas, Oklahoma, and Texas.<br><br>Our company-owned network includes three showroom locations in Joplin, Missouri; Norman, Oklahoma; and Bentonville, Arkansas. Our manufacturing headquarters is also located in Joplin, Missouri, which supports product production, fulfillment, and coordination for our sales and distribution channels.<br><br>In addition to our company-owned locations, we work with authorized dealers who sell on our behalf in Claremore, Oklahoma; Carrollton, Texas; Bethany, Missouri; and Malden, Missouri. These authorized sellers help expand our reach and provide local access to customers in their respective markets.<br><br>We also maintain agreements with housing developers operating in Missouri, Arkansas, and Oklahoma. Through these developer relationships, our products may be offered as an added solution within new residential construction projects.<br><br>In total, our current authorized seller and distribution network includes three company showroom locations, four authorized dealer locations, our manufacturing headquarters, and multiple housing developer relationships across the region. | * |

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| 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 service force is based primarily out of our headquarters in Joplin, Missouri, and is structured to support installations and service calls across our full service area. The core service team consists of two three-person installation crews, for a total of six full-time installers. These crews travel to project sites for installations, warranty work, service calls, and other field support needs related to the requested solutions.<br><br>The installation crews are overseen by two installation supervisors, who split their time between office-based coordination and field-based oversight. Their responsibilities include scheduling support, installation planning, quality control, crew coordination, field troubleshooting, and ensuring that work is completed in accordance with Atlas Safe Rooms' specifications and customer requirements.<br><br>For government and education projects, Atlas Safe Rooms uses the same experienced service force that supports our broader customer base. We do not maintain separate service crews by sector. Instead, our full-time installation team and supervisors are assigned based on project requirements, location, schedule, and scope. As a result, the service force supporting government and education customers consists of six full-time installers, supported by two installation supervisors whose time is divided between office coordination and field service oversight.<br><br>There is some overlap between sales and service. When needed, members of our sales team can assist with installations or service calls, particularly where customer communication, project coordination, or site-specific knowledge is helpful. However, Atlas Safe Rooms generally keeps the sales team focused on customer engagement, project development, quoting, and overall project awareness so they can continue supporting revenue growth and customer responsiveness. | * |
| 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 and responsibilities in the ordering process. | For government and education customers, the ordering process typically begins with a sales consultation to identify the customer's needs, project requirements, site conditions, schedule, and any applicable specifications. Our sales team works with the customer to define the requested solution, confirm the scope of work, and provide pricing and supporting documentation.<br><br>An order is generally placed through an executed contract, purchase order, or other written authorization that clearly identifies the project scope, product requirements, pricing, delivery expectations, installation responsibilities, and any project-specific terms. Once the contract or purchase order is received and processed, Atlas Safe Rooms holds an internal kickoff meeting with the salesperson, lead engineer, and project manager to review the order and confirm that all details are understood by the team members responsible for fulfillment.<br><br>Many government and education projects require engineer-stamped drawings to verify that the proposed unit meets applicable project requirements, building codes, and jurisdictional standards. Atlas Safe Rooms prepares the drawings internally and, when required, coordinates third-party engineering review and stamping for the state or authority having jurisdiction over the project. Once drawings are approved and | * |

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| | | project requirements are confirmed, the order moves into production.<br><br>During production, our manufacturing team procures and processes raw materials, then cuts, forms, welds, and assembles the unit to the required dimensions and specifications. At this time, Atlas Safe Rooms currently uses a qualified third party for powder coating, although we plan to bring that process in-house within the next 6 to 8 months. Throughout manufacturing, our team monitors quality, schedule, and project-specific requirements to ensure the final product is ready for delivery and installation.<br><br>At the same time, the project manager coordinates fulfillment details, including delivery timing, site readiness, installation scheduling, and any additional services required for the project. These may include poured concrete, electrical, plumbing, site preparation, or other local work needed to support the installation. When those services are outside Atlas Safe Rooms' direct scope, we may coordinate with qualified local contractors or service providers to complete the work.<br><br>If a project involves a dealer, representative, distributor, or other partner, their role is typically limited to sales support, local customer communication, lead development, or assistance with coordinating project information. Atlas Safe Rooms remains responsible for order processing, engineering coordination, manufacturing, quality control, project management, delivery coordination, technical support, and overall fulfillment of the requested solutions. | |
| 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. | Atlas Safe Rooms takes customer service seriously because our customers rely on our products for safety, protection, and peace of mind. Our customer service program is built around responsiveness, clear communication, practical problem-solving, and long-term support for the products we manufacture and install.<br><br>Customer service requests may be received by phone, email, or direct communication with a member of our sales, project management, or service team. Once a request is received, it is reviewed by the appropriate team member, typically our project manager, scheduler, or service coordinator, to determine the nature of the issue, the level of urgency, the location of the unit, and whether parts, tools, documentation, or additional support may be needed.<br><br>For most service issues, Atlas Safe Rooms makes an initial response as quickly as possible, typically within one business day. If the issue requires field service, our project manager or scheduler coordinates with the customer to schedule a site visit. Depending on the location and urgency, we make every reasonable effort to complete the initial site visit within one week, and in some cases the same day. For non-critical service needs, we are typically able to have a service crew onsite within one to two weeks. For critical issues that affect the safe use or operation of the unit, we prioritize the request and are often able to respond onsite within 48 hours, depending on location, crew availability, and project conditions. | * |

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| | | When a service crew arrives onsite, they inspect the unit, identify the cause of the issue, and attempt to resolve it during the initial visit whenever possible. If the issue requires additional parts, specialized tooling, engineering review, or coordination with another trade, Atlas Safe Rooms communicates the next steps to the customer and schedules a follow-up visit. Our goal is to resolve service issues as efficiently as possible while ensuring that any corrective work is completed properly and in accordance with our product standards.<br><br>Our escalation process depends on the nature of the issue. Routine customer service items are handled by the project manager, scheduler, or service team. Issues involving installation quality, scheduling conflicts, or field conditions may be escalated to an installation supervisor or operations leadership. Technical questions, structural concerns, code-related questions, or project-specific requirements may be escalated to our engineering team or a third-party engineer when appropriate. Warranty-related matters are reviewed by management to determine the appropriate corrective action under the terms of the warranty.<br><br>Atlas Safe Rooms backs its products with a 10-year warranty, giving customers confidence that our team will stand behind the products we manufacture. Warranty and service requests are reviewed in good faith and handled with the goal of protecting the customer, preserving the integrity of the product, and maintaining trust in Atlas Safe Rooms.<br><br>Because our service crews are regularly traveling for installations, we are often able to coordinate service calls efficiently with existing field schedules. This helps us respond more quickly across a broad geographic area while also managing cost and crew availability. Our installation supervisors and service crews are evaluated based on quality of work, responsiveness, professionalism, customer satisfaction, and successful completion of assigned projects and service work. While we do not rely on a separate incentive program for third-party providers to meet service goals, our internal culture and management structure emphasize accountability, timely communication, and doing what is necessary to take care of the customer. | |
| 30 | Describe your capability to provide the requested Solutions to Sourcewell participating entities in the United States. | Atlas Safe Rooms has the capability to provide the requested solutions to Sourcewell participating entities throughout the United States. Headquartered in Joplin, Missouri, with additional sales presence in Bentonville, Arkansas, and Norman, Oklahoma, we support both our core regional markets and nationwide project needs. Atlas Safe Rooms has completed projects in 35 states and has the ability to serve all 50 states as opportunities arise. | * |
| 31 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Work in Hawaii, Alaska, and U.S. Territories may require project-specific adjustments for shipping, logistics, installation scheduling, and overall project timeline due to distance, freight availability, site access, and local requirements. Any additional freight, travel, lodging, permitting, or jurisdiction-specific costs would be reviewed during the quoting process and clearly identified before an order is finalized.<br><br>Atlas Safe Rooms is capable of supporting participating entities in Hawaii, Alaska, and U.S. Territories for storm shelter, safe room, and | |

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| | | secure storage needs. Projects in these locations would be evaluated individually to confirm scope, delivery method, installation requirements, local code considerations, and the availability of qualified local support where needed. | |
| 32 | Describe your capability to provide the requested Solutions to Sourcewell participating entities in Canada. | Atlas Safe Rooms is capable of providing the requested solutions to Sourcewell participating entities in Canada on a project-specific basis. Because our operations, manufacturing, and installation crews are based in the United States, Canadian projects may require additional planning related to freight, customs, duties, taxes, permitting, code requirements, installation logistics, and overall project timeline.<br><br>For Canadian participating entities, Atlas Safe Rooms would evaluate each project individually to confirm scope, location, delivery method, site conditions, engineering requirements, and any applicable local or provincial standards. We are capable of supporting storm shelter, safe room, and secure storage needs in Canada, while clearly identifying any additional costs, scheduling considerations, or local requirements during the quoting and contracting process. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement. | Atlas Safe Rooms' focus is typically based in the central US based on our product, we are capable and have experience with projects on a much wider range. We can provide any and all of our products and services to all locations in the US and Canada considering the proper pricing adjustments to account for logistical challenges that certain areas might have. | * |
| 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. | Atlas Safe Rooms is capable and eager to give access to all our products and solutions to the full range of participating entity types for this RFP. | * |
| 35 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | Yes. Atlas Safe Rooms would absolutely extend the terms of any awarded Master Agreement to eligible nonprofit entities that are authorized to participate through Sourcewell, subject to the terms and conditions of the resulting Agreement.<br><br>Atlas Safe Rooms already works with many nonprofit organizations and understands the important role they play in serving their communities. We value the opportunity to support these organizations with reliable safe room, storm shelter, and secure storage solutions, along with the same level of service, support, and project coordination provided to other Sourcewell participating entities.<br><br>Eligible nonprofit entities will receive the same pricing structure offered under the Agreement, including Atlas Safe Rooms' standard factory-direct pricing less the applicable 5% Sourcewell discount. | * |

## Table 4: Marketing Plan (100 Points)

| # | Question | Response * | |
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| 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. | Marketing Strategy, Tactics, and Timeline<br><br>Upon award of a Sourcewell contract, Atlas Safe Rooms would immediately begin promoting the contract as a purchasing option to eligible entities, with a particular focus on school districts, tribal governments, municipal agencies, and other public-sector customers that may benefit from cooperative purchasing.<br><br>First Week After Award<br><br>Within the first week of contract award, we would send a targeted email announcement to our existing school contacts throughout the Midwest. Atlas Safe Rooms currently maintains a database of approximately 1,715 school-related contacts who would receive this communication. The email would introduce our Sourcewell contract, explain that it is now available as an option for future purchases, and highlight the types of solutions available through the contract, including storm shelters and secure storage options.<br><br>During this same period, our sales team would also be briefed on the contract details and key talking points so that cooperative purchasing through Sourcewell can be presented consistently to qualifying customers. We have already discussed cooperative purchasing internally and would continue refining how we explain the benefits of Sourcewell participation, including ease of procurement, contract accessibility, and potential time savings for eligible buyers.<br><br>First 30 to 60 Days<br><br>In the first 30 to 60 days, our team would begin incorporating Sourcewell messaging into active conversations with qualified prospects and existing customers. This would include outreach to school districts, municipalities, and tribal entities that we regularly work with. We also have relationships with a number of Indian tribes and tribal organizations, and we would present the Sourcewell contract as a potential pathway for future purchases when applicable.<br><br>During this phase, we would also update relevant sales materials to reference Sourcewell availability. This may include email templates, sales presentations, proposal language, and other customer-facing materials used by our sales team. A Sourcewell page would also be added to our existing "Atlas Commercial Catalog" which is included as an attachment.<br><br>Ongoing Promotion<br><br>Throughout the year, Atlas Safe Rooms attends multiple industry conferences, trade shows, and customer events. Once awarded, we would add “Sourcewell Vendor” signage to our booth displays and conference | * |

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| | | materials. This would serve both as a conversation starter for new prospects and as a reminder to existing customers that our products are available through a Sourcewell contract.<br><br>We would also include Sourcewell information in our commercial and community-focused catalog, particularly in the sections related to larger storm shelter and secure storage units. This would provide another opportunity for potential customers to learn that a Sourcewell contract is available and may be used when they are ready to purchase.<br><br>Long-Term Approach<br><br>Our long-term strategy would be to make Sourcewell part of our standard sales conversation with any qualifying entity. Rather than promoting it as a one-time announcement, we would treat the contract as an ongoing procurement resource for eligible customers. Our goal would be to ensure that schools, government entities, tribal organizations, and other participating agencies are aware that they can access Atlas Safe Rooms solutions through Sourcewell when planning future projects. | |
| 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. | Atlas Safe Rooms uses technology and digital data to make our marketing efforts more targeted, organized, and measurable. We maintain an internal customer and prospect database that allows us to segment contacts by organization type, geography, and product interest. This helps us tailor outreach to eligible entities such as school districts, municipalities, and tribal organizations.<br><br>Email marketing would be a primary tool for promoting the Sourcewell contract. We would use targeted email campaigns to announce contract availability and provide basic purchasing information to relevant contacts. Engagement data, such as open rates, click-through rates, replies, and follow-up requests, would help us identify interested entities and prioritize sales outreach.<br><br>We would also use social media platforms such as LinkedIn and Facebook to share contract announcements, conference updates, and general awareness content. LinkedIn would help reach administrators, procurement professionals, and public-sector decision-makers, while Facebook would support broader community visibility.<br><br>Lead data from trade shows, conferences, and customer conversations would be tracked by source, organization type, location, and product interest. This information would help us provide more relevant follow-up and refine future outreach.<br><br>Overall, our use of digital tools and data would support a focused marketing strategy while strengthening, not replacing, our direct relationship-based sales approach. | * |
| 38 | In your view, what is Sourcewell's role in promoting agreements resulting from this RFP? | In our view, Sourcewell's primary role is to provide a trusted cooperative purchasing pathway and make awarded contracts visible and accessible to its participating entities. Sourcewell helps eligible members understand that competitively solicited contracts are available and can be used to simplify the procurement process. | * |

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| | | Atlas Safe Rooms would be responsible for actively promoting our awarded contract, educating prospects on our solutions, and supporting customers through the purchasing process. Sourcewell's role would be to support awareness of the agreement through its established member network, contract listing resources, and general cooperative purchasing education.<br><br>We would view Sourcewell as a procurement partner, not a replacement for our own sales and marketing efforts. Our team would take the lead in promoting our solutions, while Sourcewell would provide the contract platform, credibility, and member access that help eligible entities purchase with confidence. | |
| 39 | Describe how your organization will integrate a Sourcewell awarded agreement (e.g., training, incentives) into your sales process. | Atlas Safe Rooms would integrate a Sourcewell awarded agreement into our standard sales process by making it a purchasing option that is discussed with any eligible customer. Our sales team is already trained on cooperative purchasing and how to present it to qualifying entities, including schools, municipalities, tribal organizations, and other public-sector customers.<br><br>Following an award, we would provide continued refreshers to ensure the team stays current on contract details, qualifying entities, and the proper way to explain the Sourcewell purchasing pathway. We would also add Sourcewell-related talking points to our internal sales materials so the message remains consistent.<br><br>For qualified prospects, our team would present the Sourcewell agreement as a procurement option early in the sales conversation and reference it in proposals or follow-up materials when appropriate.<br><br>Our incentive would be practical rather than separate compensation-based. Because Sourcewell can help simplify purchasing for eligible customers, our team would be encouraged to use it as a tool to reduce procurement barriers, improve the customer experience, and support timely project completion.<br><br>Overall, the Sourcewell agreement would become part of our normal sales workflow, supported by existing team knowledge, continued refreshers, consistent messaging, and regular use in customer conversations where cooperative purchasing applies. | |
| 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. | Due to the complex nature of our solutions and the need to comply with applicable safety codes, engineering requirements, and customer-specific site conditions, Atlas Safe Rooms does not currently offer a standard e-Commerce ordering process.<br><br>Our products are not typically "off-the-shelf" purchases. Each customer's needs are reviewed individually to ensure the appropriate unit, configuration, delivery approach, and installation requirements are properly addressed. Our sales team personally walks each customer through the selection and purchasing process, then prepares the appropriate proposal and contract documentation.<br><br>Because we do not currently use an e-Commerce ordering system for these solutions, we do not have an example of a governmental or educational | * |

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| | | customer utilizing such a system. However, governmental and educational customers regularly work directly with our sales team to evaluate their needs, select the proper solution, and complete the purchase through the appropriate procurement process. | |

## 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. | Atlas Safe Rooms does not typically provide formal training programs for the use of our proposed solutions, as our storm shelters and secure storage units are designed to be straightforward for customers to access and use once installed.<br><br>When a unit is delivered or installed, our team can provide basic orientation as needed. This may include reviewing general use, entry and exit points, door operation, maintenance considerations, and any customer-specific questions. This guidance is generally provided by Atlas Safe Rooms personnel or an authorized representative involved in the project.<br><br>This orientation is considered standard project support and is typically provided at no additional cost when applicable. Because our solutions do not require specialized user certification or ongoing operational training, additional training is not generally required.<br><br>If a participating entity requests more detailed guidance, such as a walkthrough for facilities staff, emergency management personnel, or administrators, Atlas Safe Rooms would work with the customer to determine the appropriate delivery method. This could include in-person discussion during delivery or installation, phone support, video call support, or written instructions. Any unusual or project-specific training request that creates additional travel or service requirements would be reviewed with the customer in advance. | * |
| 42 | Describe any technological advances that your proposed Solutions offer. | Atlas Safe Rooms' proposed solution is a durable, engineered steel structure that can serve customers in more than one way. The same core product design can be used as a storm shelter for life safety during severe weather or as a secure storage unit for protecting valuable equipment, supplies, or sensitive materials.<br><br>The technological advancement is in the engineered design, code-conscious construction, durable materials, and customizable configurations that allow the unit to be adapted to the customer's intended use. When used as a storm shelter, the structure is designed with safety, strength, anchoring, door performance, ventilation, and occupant protection in mind. When used for secure storage, the same structural durability and controlled-access features help protect the customer's property.<br><br>Because these units are not software-based or electronics-driven, our focus is on proven engineering and practical performance. Each unit can | * |

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| | | be configured based on size, layout, access points, site conditions, and customer needs.<br><br>Overall, Atlas Safe Rooms offers a flexible, engineered solution that provides dependable protection, whether the participating entity needs a safe space for people, secure storage for assets, or both. | |
| 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. | Atlas Safe Rooms does not currently maintain formal sustainability certifications or official sustainability initiatives specific to our organization or proposed solutions.<br><br>However, we do take practical steps to be responsible in our sourcing and manufacturing processes. We perform due diligence when selecting steel and other materials and work to understand the source and quality of the materials used in our products. Our manufacturing processes are also designed to reduce unnecessary waste wherever possible, and we recycle all scrap metal generated during production.<br><br>Because our units are built from durable steel and intended for long-term use, the products are designed to provide an extended service life rather than frequent replacement. This durability supports a more responsible use of materials over time.<br><br>While we do not claim any specific sustainability certification at this time, Atlas Safe Rooms remains committed to responsible material sourcing, efficient manufacturing practices, recycling scrap metal, and reducing avoidable waste throughout the production process. | * |
| 44 | Describe any third-party issued, eco-labels, ratings, or certifications that your proposed solutions hold. | Atlas Safe Rooms' proposed solutions do not currently hold third-party issued eco-labels, environmental ratings, or sustainability certifications.<br><br>Although our products do not currently carry these specific third-party environmental designations, Atlas Safe Rooms is committed to responsible design, manufacturing, and business practices. Our products are built for durability, long-term use, and, in many cases, relocation or reuse, which supports a practical sustainability approach by extending product life and reducing the need for replacement.<br><br>Atlas Safe Rooms also works to promote efficiency in its manufacturing and project delivery processes by managing materials responsibly, reducing unnecessary waste where practical, maintaining quality control throughout production, and coordinating delivery and installation to support efficient project execution.<br><br>Sustainability is also part of Atlas Safe Rooms' company culture. We value practical, responsible decision-making in how we design, manufacture, deliver, and support our products. Our goal is to provide safe, reliable, long-lasting solutions while continuously looking for ways to improve efficiency, reduce waste, and support responsible operations. | * |
| 45 | What aspects of your company, solutions, or services are truly unique in the | Atlas Safe Rooms' unique advantage in the marketplace is the combination of a durable product that meets and exceeds industry standards for storm safety and applicable code, while also remaining a versatile solution for a wide range of capacity, storage, and facility needs. | * |

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| | marketplace, and why are these unique advantages meaningful for Sourcewell participating entities? | Our modular design is a key differentiator. Unlike a monolithic, fully welded structure, our modular safe rooms can be placed in locations where access, space constraints, or existing building conditions may otherwise make installation impractical. This allows Sourcewell participating entities to add reliable storm shelter or safe room capacity in smaller spaces, existing facilities, or areas where traditional construction methods may not be feasible.<br><br>This versatility is meaningful for Sourcewell participating entities because schools, municipalities, public agencies, and other organizations often need solutions that can adapt to their available space, occupancy requirements, and budget considerations. Atlas Safe Rooms provides a durable, code-compliant solution that can be configured to meet those needs while supporting long-term safety, preparedness, and responsible use of public funds. | |

## 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<br>◉ No | N/A | * |
| 47 | Women Business Enterprise (WBE) | ○ Yes<br>◉ No | N/A | * |
| 48 | Disabled-Owned Business Enterprise (DOBE) | ○ Yes<br>◉ No | N/A | * |
| 49 | Veteran-Owned Business Enterprise (VBE) | ○ Yes<br>◉ No | N/A | * |
| 50 | Service-Disabled Veteran-Owned Business (SDVOB) | ○ Yes<br>◉ No | N/A | * |
| 51 | Small Business Enterprise (SBE) | ◉ Yes<br>○ No | Atlas Safe Rooms is recognized as a Small Business Entity (SBE). | * |
| 52 | Small Disadvantaged Business (SDB) | ○ Yes<br>◉ No | N/A | * |
| 53 | Women-Owned Small Business (WOSB) | ○ Yes<br>◉ No | N/A | * |

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

Provide detailed pricing information in the questions that follow below.

| # | Question | Response * | |
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| 54 | Describe your payment terms. | Our standard payment terms are 50% due at the time of contract execution and the remaining 50% due upon delivery and installation of the unit.<br><br>We understand that customer requirements may vary, and we are willing to be flexible when needed. Depending on the project scope, customer requirements, and contract structure, we can accommodate alternative payment arrangements such as progress billing, Net 30 terms, or Net 60 terms. | * |
| 55 | Describe your accepted payment methods.<br><br>For credit card/procurement card (pCard), describe any fees associated with these methods. | Atlas Safe Rooms accepts payment by purchase order, ACH/electronic funds transfer (EFT), check, cash, credit card, and procurement card (pCard).<br><br>Atlas Safe Rooms does not assess any additional fees, surcharges, or administrative charges for payments made by credit card or procurement card. We believe transparent pricing is an important part of the purchasing process and strive to provide customers with clear, all-inclusive pricing throughout every stage of a project.<br><br>Payment terms and invoicing schedules are established at the time of contract execution and may be tailored to meet the requirements of the customer and project. | |
| 56 | Describe available leasing, financing, or as-a-service options, including key features and any third-party providers or financial partners used. | Atlas Safe Rooms does not currently offer in-house financing, leasing, or subscription-based ("as-a-service") purchasing options.<br><br>To support customers' budgetary and procurement needs, Atlas Safe Rooms works with local and regional banks, credit unions, and other financial institutions in many of our primary service areas. Upon request, we can provide information regarding available third-party financing resources to assist customers in securing funding for storm shelter projects.<br><br>Atlas Safe Rooms regularly reviews and updates financing resource information and makes applicable information available through company marketing materials and customer communications. Customers are free to utilize any financing provider of their choosing, and Atlas Safe Rooms does not require the use of any specific financial partner. | * |
| 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 | Atlas Safe Rooms utilizes standard commercial and project-specific transaction documents in support of awarded agreements and customer orders. Depending on the nature and scope of the project, these documents may include:<br><br>Atlas Safe Rooms Standard Commercial Supply/Installation Agreement<br>Sales quotations and proposals<br>Purchase orders issued by the Participating Entity<br>Change orders, when applicable<br>Warranty documentation | * |

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| | which may be proposed to Participating Entities. | Atlas Safe Rooms does not typically utilize separate service level agreements (SLAs), as the products offered are manufactured storm shelters rather than software or managed services.<br><br>In the event of a Sourcewell award, the Sourcewell Master Agreement and applicable Participating Entity purchase documents will govern the procurement relationship. Atlas Safe Rooms' standard contract and transaction documents are intended to facilitate project execution and administration and will not supersede, conflict with, or diminish any terms and conditions established under the Sourcewell Master Agreement. Where necessary, Atlas Safe Rooms will work cooperatively with Sourcewell and Participating Entities to ensure that project-specific documentation is consistent with the awarded contract and applicable procurement requirements.<br><br>Copies of applicable template documents, including the Standard Commercial Supply/Installation Agreement, Maintenance Agreement, a sample quote, and warranty documentation, are provided as attachments to this proposal. | |
| 58 | Describe your pricing model AND quantify the proposed discount(s) offered.<br><br>If proposed pricing is Line-Item Pricing, Proposer must submit:<br><br>A. For each Line, provide your list/MSRP, the offered discount(s), and the "Master Agreement Price".<br><br>B. If proposed pricing is a Percentage Discount from Catalog or Category, one of the following MUST be submitted:<br><br>(1) an active URL to a current published online catalog; OR<br>(2) a complete price file with current pricing.<br><br>Refer to RFP Section III. Pricing for additional guidance. | Atlas Safe Rooms has structured its proposed Sourcewell pricing to provide participating entities with clear, transparent, and easy-to-use pricing while maintaining the flexibility necessary to accommodate a broad range of storm shelter products, configurations, installation requirements, and related services.<br><br>As part of this proposal, Atlas Safe Rooms is offering Sourcewell participating entities a 5% discount from standard factory pricing. This discount applies to all eligible products, shipping, and installation-related services, ensuring consistent and measurable value across the entire portfolio of offerings.<br><br>The proposed pricing structure is designed to simplify procurement, facilitate budgeting, and provide agencies with access to competitively priced, turnkey storm shelter solutions through the Sourcewell cooperative purchasing program.<br><br>Atlas Safe Rooms 2026 Sourcewell Pricing is included in the Pricing Section of this proposal and serves as the basis for all pricing offered under the resulting Sourcewell contract. | * |
| 59 | Provide details of any quantity or volume | Atlas Safe Rooms strives to provide the most competitive pricing possible to Sourcewell participating agencies. Quantity or volume | * |

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| | discounts, as well as any rebate programs that are available in addition to the proposed pricing structure discounts. | discounts may be evaluated on a case-by-case basis depending on the size, scope, product mix, delivery requirements, and overall project specifications.<br><br>At this time, Atlas Safe Rooms does not maintain a standard published quantity or volume discount schedule, nor does it offer a separate formal rebate program in addition to the proposed pricing structure discounts. Any additional pricing considerations, including potential project-specific discounts, will be reviewed individually to ensure the best overall value for the customer while maintaining product quality, service standards, and project requirements. | |
| 60 | Describe your method of facilitating non-contracted products or related services and define the associated costs/fees. | Atlas Safe Rooms may facilitate non-contracted products or related services when they are necessary or beneficial to complete a customer's project and are consistent with the scope of the Sourcewell contract. These items may include custom product configurations, project-specific accessories, specialty delivery requirements, installation-related services, site-specific coordination, or other related products or services not specifically identified on the standard pricing sheet.<br><br>When a non-contracted product or related service is requested, Atlas Safe Rooms will review the project requirements and provide a written quote based on the applicable standard factory-direct pricing, current costs, project scope, and any required labor, materials, freight, installation, coordination, or third-party services. Sourcewell participating agencies will receive the same 5% Sourcewell discount from Atlas Safe Rooms' applicable standard pricing for eligible non-contracted products or related services.<br><br>Any associated costs or fees will be clearly identified in the written quote before the customer authorizes the purchase. Atlas Safe Rooms does not charge separate administrative fees for facilitating non-contracted products or related services unless such fees are specifically required for the project and disclosed in advance. | * |
| 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. | Atlas Safe Rooms intends for the vast majority of products and services offered under this contract to be covered directly or indirectly by the standard pricing structure submitted with our response.<br><br>For any product, service, or project-specific requirement that is not directly or indirectly covered by the submitted pricing structure, Atlas Safe Rooms will provide a written quote based on our applicable standard factory-direct pricing. Sourcewell participating agencies will receive the same 5% Sourcewell discount from that applicable pricing.<br><br>Any such pricing will be clearly identified in writing before the customer authorizes the purchase, ensuring that the customer understands the total cost of acquisition prior to proceeding. | * |
| 62 | Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) in the | Atlas Safe Rooms' freight, shipping, and delivery costs for projects within the contiguous United States are determined on a project-specific basis. Because shipping requirements may vary based on product type, order size, delivery location, carrier availability, delivery | * |

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| | contiguous United States. | method, and project schedule, Atlas Safe Rooms evaluates each project individually to identify competitive shipping options and help keep total delivered cost as low as possible for the customer.<br><br>Freight, shipping, and delivery charges will be quoted in writing prior to purchase authorization. These charges will be based on the applicable cost of shipping or delivery for the specific project, less the same 5% Sourcewell discount applied to Atlas Safe Rooms' standard pricing.<br><br>Atlas Safe Rooms does not intend to use freight, shipping, or delivery charges as a profit center. Our goal is to provide Sourcewell participating agencies with transparent, competitive, and cost-effective delivery pricing as part of the overall project quote. | |
| 63 | Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) for Alaska, Hawaii, Canada, or any offshore delivery. | For freight, shipping, and delivery to Alaska, Hawaii, Canada, or offshore locations, Atlas Safe Rooms will use the same general approach described in Question 62. Because these delivery circumstances can vary significantly, each project will be reviewed individually to identify the most competitive and practical shipping solution available.<br><br>Atlas Safe Rooms will work to secure the best pricing reasonably available for the specific delivery requirement and will provide those costs in writing prior to purchase authorization. For eligible purchases by Sourcewell participating agencies, the same 5% Sourcewell discount will apply to the quoted freight, shipping, and delivery charges. | * |
| 64 | Describe any unique distribution, delivery, or deployment methods offered in your proposal. | Atlas Safe Rooms' proposal includes a factory-direct distribution model that allows Sourcewell participating agencies to work directly with Atlas Safe Rooms throughout the purchasing, delivery, and deployment process. This approach helps streamline communication, reduce unnecessary third-party markups, and provide greater consistency from initial quote through final delivery and installation.<br><br>A key advantage of Atlas Safe Rooms' approach is the use of Atlas employees throughout the process, from manufacturing to delivery and installation, when applicable. This allows our team to maintain greater control over product quality, scheduling, handling, communication, and final execution. By relying on trained Atlas personnel who understand our products and installation requirements, we are better able to ensure the best result possible for the customer.<br><br>Atlas Safe Rooms coordinates delivery and deployment based on the specific needs of each project. Depending on the product, location, project scope, and customer requirements, this may include direct shipment to the customer's site, coordinated delivery scheduling, project-specific logistics planning, and coordination with installation or site personnel when applicable.<br><br>This direct and project-specific approach allows Atlas Safe Rooms to provide flexible delivery and deployment support for a variety of customer needs while maintaining transparency, efficiency, and accountability throughout the process. | * |

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| 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. | Atlas Safe Rooms will employ internal self-audit processes to help verify that Sourcewell participating entities receive the pricing offered under the resulting Agreement and to support ongoing compliance with Agreement requirements.<br><br>Our self-audit process will include reviewing Sourcewell-related quotes, orders, and invoices to confirm that the applicable Sourcewell pricing structure has been used, including the 5% Sourcewell discount from Atlas Safe Rooms' standard factory-direct pricing. For items or circumstances not directly or indirectly covered by the submitted pricing sheet, Atlas Safe Rooms will review the quote to confirm that the applicable standard pricing basis was used and that the same 5% Sourcewell discount was applied.<br><br>Atlas Safe Rooms will also maintain internal records of Sourcewell transactions, including quotes, purchase orders, invoices, and supporting documentation, to help ensure pricing consistency and provide a clear audit trail. Sourcewell-related activity may be periodically reviewed by management to verify compliance with pricing commitments, contract terms, reporting requirements, and customer expectations.<br><br>If any pricing discrepancy or compliance issue is identified, Atlas Safe Rooms will promptly review the matter, determine the appropriate corrective action, and work to resolve the issue in a fair and timely manner. | * |
| 66 | Provide a list of internal metrics that will be tracked to measure the success of a resulting Agreement. | Atlas Safe Rooms will track internal metrics to measure the success of the resulting Agreement and to support ongoing performance, customer service, and compliance. Metrics may include, but are not limited to, the following:<br><br>1. Number of Sourcewell participating entities served<br><br>2. Total number of quotes issued through the Sourcewell Agreement<br><br>3. Total number of orders received through the Sourcewell Agreement<br><br>4. Total sales volume generated through the Sourcewell Agreement<br><br>5. Customer satisfaction and feedback<br><br>6. Accuracy of Sourcewell pricing and application of the 5% discount<br><br>7. Compliance with reporting and administrative requirements<br><br>These metrics will help Atlas Safe Rooms evaluate the effectiveness of the Agreement, monitor customer experience, verify pricing consistency, and identify opportunities for continued improvement throughout the term of the contract. | * |
| 67 | Provide a proposed Administration Fee payable to Sourcewell. | Atlas Safe Rooms proposes an Administrative Fee payable to Sourcewell equal to 2% of all completed transactions made by Sourcewell Participating Entities utilizing the resulting Master | * |

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| | The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement. | Agreement.<br><br>The Administrative Fee will be calculated based on completed transactions within the applicable Reporting Period, as defined in the resulting Agreement, and will be paid to Sourcewell in accordance with the reporting and payment requirements established in the Agreement.<br><br>Atlas Safe Rooms understands that this Administrative Fee is in consideration for the support, administration, marketing, contract management, and related services provided by Sourcewell in connection with the resulting Agreement. We recognize the value that Sourcewell brings through its cooperative purchasing program, including contract solicitation and administration, participating entity outreach, vendor support, compliance oversight, reporting infrastructure, and ongoing contract promotion. Atlas Safe Rooms believes these services help increase contract visibility, streamline the procurement process for participating entities, and create efficiencies that benefit both customers and awarded suppliers. The proposed Administrative Fee reflects our commitment to supporting these efforts and maintaining a successful long-term partnership with Sourcewell and its participating agencies. | |

## 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. | Atlas Safe Rooms' proposed pricing is based on our standard factory-direct pricing, with an additional 5% discount applied for Sourcewell participating agencies.<br><br>Our factory-direct pricing structure allows customers to purchase directly from Atlas Safe Rooms without added distributor or dealer markups. This provides a competitive and transparent pricing basis while maintaining the quality, engineering, manufacturing standards, service, and support associated with our products.<br><br>The 5% Sourcewell discount is intended to apply to Atlas Safe Rooms' standard pricing for eligible purchases made by Sourcewell participating agencies, including products, services, or project circumstances that may not be specifically listed on the standard pricing sheet. For items or circumstances not expressly covered by the pricing sheet, pricing will be based on Atlas Safe Rooms' applicable standard factory-direct pricing at the time of purchase, less the 5% Sourcewell discount. | * |

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

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. | |
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| 69 | Modular, relocatable, demountable, portable, temporary, and reusable buildings | (•) Yes ( ) No | Atlas Safe Rooms offers modular, relocatable, portable, and reusable storm shelter and safe room solutions designed to provide reliable protection and secure space for a variety of customer needs. Solutions may include residential, commercial, community, school, municipal, industrial, and other project-specific safe room applications. Products are manufactured to meet applicable safety and performance requirements and may be configured based on customer needs, site conditions, occupancy requirements, security needs, and project scope. | * |
| 70 | Complementary services such as transportation, delivery, installation, assembly, disassembly, relocation, maintenance, and repair | (•) Yes ( ) No | Atlas Safe Rooms provides complementary services to support the successful delivery and deployment of its products. These services may include project coordination, design and engineering services, transportation, delivery, installation, assembly, placement, relocation support, maintenance, repair, and related customer support services. Atlas Safe Rooms uses a factory-direct approach and, when applicable, utilizes Atlas personnel from manufacturing through delivery and installation to help ensure quality control, clear communication, and the best result possible for the customer. | * |
| 71 | Portable and mobile storage solutions | (•) Yes ( ) No | Atlas Safe Rooms offers portable, relocatable, and secure units that many customers use for secure storage in addition to storm shelter and safe room applications. These units can provide protected space for valuable equipment, records, supplies, emergency response materials, tools, sensitive items, and other assets requiring enhanced security. While Atlas Safe Rooms' primary focus is protective safe room and storm shelter products, the strength, durability, and secure construction of our units make them suitable for a variety of secure storage needs depending on the selected configuration and project requirements. | * |
| 72 | Supporting services such as transportation, delivery, placement, relocation, servicing, maintenance, and retrieval at customer sites | (•) Yes ( ) No | Atlas Safe Rooms provides complementary services to support the successful delivery and deployment of its products. These services may include project coordination, design and engineering services, transportation, delivery, installation, assembly, placement, relocation support, maintenance, repair, and related customer support services. Atlas Safe Rooms uses a factory-direct approach and, when applicable, utilizes Atlas personnel from manufacturing through delivery and installation to help ensure quality control, clear communication, and the best result possible for the customer. | * |

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

| # | Question | Response * | |
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| 73 | Describe your fleet size and inventory of modular building units available, including how you manage inventory availability across your service regions to meet participating entity needs. | Atlas Safe Rooms manufactures storm shelter, safe room, and secure modular units on a project-specific basis through our factory-direct production, delivery, and installation model. Each project is evaluated based on the participating entity's needs, site conditions, product configuration, delivery location, and required timeline, and units are generally custom built to order to ensure the proper fit for the customer's specific application.<br><br>While finished units are typically produced on a project-specific basis, Atlas Safe Rooms does maintain inventory of common parts, components, and materials that are used across many projects. This helps support production efficiency, service responsiveness, and consistency in quality while still allowing each project to be configured for the customer's requirements.<br><br>Rather than relying solely on a fixed fleet of pre-positioned modular building units, Atlas Safe Rooms manages availability through active production scheduling, current inventory review, project forecasting, and direct coordination between our sales, manufacturing, logistics, and installation teams. This allows us to allocate available resources, schedule manufacturing, and coordinate delivery in a way that supports participating entity needs across our service regions.<br><br>Because Atlas Safe Rooms uses its own personnel throughout much of the process, from manufacturing through delivery and installation when applicable, we are able to maintain greater visibility and control over product availability, scheduling, quality, and deployment. This factory-direct approach allows us to respond efficiently to customer requirements while helping ensure that each participating entity receives the appropriate solution for its project.<br><br>Atlas Safe Rooms will work with each Sourcewell participating entity to confirm product availability, anticipated production timelines, delivery requirements, and installation coordination at the time of quote. | * |
| 74 | Describe your experience designing and delivering code-compliant modular buildings for government or education entities, including how you navigate state and local permitting requirements across multiple jurisdictions. | Atlas Safe Rooms has been in the storm shelter and safe room industry for approximately 14 years and has extensive experience designing, manufacturing, and delivering solutions for government, education, commercial, nonprofit, and other public-sector customers. Through this experience, Atlas Safe Rooms has developed a strong understanding of the various codes, standards, and requirements that may apply to storm shelters, safe rooms, secure storage facilities, and related modular structures.<br><br>Because code requirements can vary by product type, project location, occupancy, intended use, and local jurisdiction, Atlas Safe Rooms approaches each project with careful attention to applicable requirements. Our team continually reviews relevant code updates and industry standards to help ensure that our products meet or exceed applicable safety, performance, and compliance expectations.<br><br>For projects requiring engineered drawings or code documentation, Atlas Safe Rooms works with qualified third-party engineers to provide peer review, engineering analysis, and professional stamping when applicable. This process provides an additional level of review and helps confirm that | * |

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| | | project drawings and product designs are appropriate for the intended use and jurisdictional requirements.<br><br>When working with government or education entities, Atlas Safe Rooms coordinates with the customer, project representatives, and applicable authorities as needed to support the permitting and approval process. While state and local permitting requirements may differ across jurisdictions, our experience and review process allow us to help customers navigate those requirements and provide the documentation needed to move projects forward in a compliant and efficient manner. | |
| 75 | Describe your customization and design capabilities for modular building projects, including your engineering resources and any examples of projects completed for government or education entities. | Atlas Safe Rooms offers a high degree of customization and design flexibility for modular safe room, storm shelter, and secure storage projects. Because each project may involve different site conditions, occupancy needs, security requirements, code considerations, and customer preferences, Atlas Safe Rooms works with each customer to evaluate the intended use and develop a solution that fits the project requirements.<br><br>Customization capabilities may include variations in size, layout, door configuration, access points, ventilation, interior features, exterior finishes, security enhancements, and other project-specific requirements. Atlas Safe Rooms' factory-direct model allows our sales, design, manufacturing, logistics, and installation teams to coordinate closely throughout the project, helping ensure that the final product is practical, code-conscious, and aligned with the customer's intended application.<br><br>Atlas Safe Rooms also utilizes an experienced engineering and design team to support the development of custom solutions for unique customer requirements. Because many projects involve specialized site conditions, operational needs, security considerations, or space constraints, our engineering resources allow us to evaluate challenges and develop practical, project-specific solutions. This capability is particularly valuable when customers encounter needs that do not fit a standard product configuration. When appropriate, project drawings may also be reviewed by qualified third-party engineers for additional analysis and professional stamping, providing further support for the final design.<br><br>Atlas Safe Rooms has completed projects for government, education, nonprofit, commercial, and other public-sector customers over approximately 14 years in the storm shelter and safe room industry.<br><br>Shidler School District - Atlas Safe Rooms designed a custom-sized storm shelter to fit within the classroom space available at the school. To achieve the required occupant capacity while working within the site's constraints, Atlas Safe Rooms engineered a wider shelter configuration that met the district's occupancy needs without compromising functionality or safety.<br><br>Town of Bergman, Arkansas - Atlas Safe Rooms provided a storm shelter designed to serve the community during severe weather events. As part of that project, Atlas Safe Rooms incorporated a backup generator system along with an internally designed generator security cage that provided additional protection and security for the equipment. | * |

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| | | These projects demonstrate our ability to customize solutions to meet specific customer needs while addressing functionality, safety, security, occupancy requirements, and long-term reliability. Similar projects often require coordination around site conditions, delivery logistics, installation planning, and applicable state or local requirements. | |

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

| # | Question | Response * |
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| 76 | Describe your portable storage solutions fleet size, geographic distribution of inventory, and how you ensure unit availability and timely delivery for participating entities, including during periods of high demand or disaster response situations. | Atlas Safe Rooms offers portable, relocatable, and secure units that may be used for storm shelter, safe room, and secure storage applications. While many customers use our units for secure storage, Atlas Safe Rooms does not operate as a traditional portable storage container rental company with a fixed fleet of standardized storage units distributed across multiple depots. Instead, our units are generally manufactured on a project-specific basis through our factory-direct production model.<br><br>Because each customer's needs may differ based on intended use, size, security requirements, site conditions, delivery location, and project timeline, Atlas Safe Rooms typically builds units to order rather than relying solely on pre-positioned inventory. However, Atlas Safe Rooms does maintain inventory of common parts, materials, and components that are used across many projects. This helps support production efficiency, quality consistency, service responsiveness, and timely project delivery.<br><br>Atlas Safe Rooms manages availability through active production scheduling, inventory review, project forecasting, and close coordination between our sales, manufacturing, logistics, and installation teams. This allows us to evaluate participating entity needs, confirm production timelines, coordinate delivery resources, and communicate realistic schedules during the quoting process.<br><br>During periods of high demand or disaster response situations, Atlas Safe Rooms will review available production capacity, component inventory, delivery options, and project urgency to help prioritize and coordinate customer needs as effectively as possible. Our factory-direct model, use of Atlas personnel where applicable, and direct communication between departments help us respond efficiently while maintaining product quality, safety expectations, and reliable delivery performance. |
| 77 | Describe your portable storage solutions delivery, placement, and retrieval process, including typical lead times, equipment requirements, and any site conditions or restrictions that may affect service. | Atlas Safe Rooms coordinates delivery, placement, and retrieval services based on the specific product, project location, customer requirements, and site conditions. Because our portable and secure units are generally manufactured or configured for each project rather than deployed from a traditional rental fleet, the process begins with a review of the participating entity's needs, intended use, delivery location, placement area, access conditions, and desired schedule.<br><br>Typical lead times vary depending on product configuration, current production schedule, material availability, engineering requirements, delivery distance, and installation or placement complexity. Atlas Safe Rooms will provide estimated lead times during the quoting process and will coordinate directly with the customer regarding production, delivery scheduling, site readiness, and any required |

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| | | installation or placement support.<br><br>Delivery and placement may require suitable site access for delivery vehicles, adequate turning radius, stable ground conditions, sufficient overhead and side clearance, and a prepared placement area capable of supporting the unit. For units being used strictly for storage purposes, anchoring is generally not required, provided the placement area is suitable to support the unit safely. However, if the unit is being used as a storm shelter or safe room, it must be anchored to a concrete slab that meets or exceeds applicable FEMA and code requirements. Depending on the size and type of unit, placement may also require specialized equipment such as a forklift, crane, trailer, or other lifting and handling equipment. Any equipment requirements, site preparation requirements, and anchoring requirements will be reviewed and communicated in advance as part of the project coordination process.<br><br>Site conditions or restrictions that may affect service include limited access roads, steep grades, soft or unstable ground, overhead obstructions, underground utilities, restricted delivery hours, permitting requirements, customer site safety rules, or other conditions that could affect safe delivery, placement, installation, relocation, or retrieval. Atlas Safe Rooms will work with each participating entity to identify these conditions early and coordinate an appropriate delivery and placement plan.<br><br>If retrieval or relocation services are required, Atlas Safe Rooms will review the condition, location, access, and handling requirements of the unit and provide a project-specific plan and quote. Our goal is to provide clear communication, safe handling, and efficient coordination throughout the delivery, placement, and retrieval process. |
| 78 | Describe any experience providing portable storage solutions under emergency, disaster response, or other time-sensitive government contracts, including any FEMA, state emergency management, or municipal emergency deployments. | Atlas Safe Rooms has experience supporting time-sensitive projects where customers required safe, secure, and rapidly deployable solutions following severe weather or emergency-related events. While Atlas Safe Rooms does not operate as a traditional portable storage rental fleet, our factory-direct model allows us to respond to urgent customer needs by reviewing available production capacity, common component inventory, delivery options, and project requirements to determine the fastest practical path forward.<br><br>One example is a project completed for Wynne Public Schools in Arkansas after its high school was impacted by a tornado in March 2023. The district needed units quickly to support a temporary school setup and provide a safe solution for students, staff, and school operations while recovery efforts were underway. Atlas Safe Rooms worked with the customer to understand the urgent need, coordinate production and delivery, and provide units that supported the district's temporary facilities and safety requirements. Because the units were designed to be relocatable and reusable, they can also be incorporated into the district's permanent facility plans, resulting in significant cost savings by allowing the investment made during the emergency response phase to continue providing long-term value.<br><br>This type of project demonstrates Atlas Safe Rooms' ability to respond to time-sensitive public-sector needs, including education, municipal, and community recovery situations. Many of our government and public-sector projects include specific delivery schedules, occupancy deadlines, or other time-sensitive |

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| | | requirements. Our project management team works closely with customers, manufacturing, logistics, and installation personnel to coordinate schedules and help ensure those deadlines are met. In emergency, disaster response, or other urgent circumstances, Atlas Safe Rooms prioritizes communication, evaluates available resources, coordinates logistics, and develops realistic project timelines so participating entities can make informed decisions quickly while maintaining confidence that project milestones will be actively managed and monitored throughout the process. |

## Table 8: Exceptions to Terms, Conditions, or Specifications Form (Not Scored)

**Line Item 79.** NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) **via redline in the Master Agreement Template provided** in the "Bid Documents" section. Proposer must upload the redlined Master Agreement Template, in **Microsoft Word format** in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

| Do you have exceptions or modifications to propose? | Response * |
|---|---|
| | No |

## 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.

| # | Category/Line Item | Estimated Low | Estimated High | Unit of Measure (ex: per month, lump sum) | Offering? |
|---|---|---|---|---|---|
| 80 | 8x20 Modular Office Trailer (Rent) | | | | ○ Yes ◉ No |
| 81 | 8x20 Modular Office Trailer (Lease) | | | | ○ Yes ◉ No |
| 82 | 8x20 Modular Office Trailer (Purchase) | | | | ○ Yes ◉ No |
| 83 | 12x60 Modular Office Trailer (Rent) | | | | ○ Yes ◉ No |
| 84 | 12x60 Modular Office Trailer (Lease) | | | | ○ Yes ◉ No |
| 85 | 12x60 Modular Office Trailer (Purchase) | | | | ○ Yes ◉ No |
| 86 | 24x64 Modular Classroom (Rent) | | | | ○ Yes ◉ No |
| 87 | 24x64 Modular Classroom (Lease) | | | | ○ Yes ◉ No |

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| 88 | 24x64 Modular Classroom (Purchase) | | | | ◯ Yes ◉ No |
| 89 | 8x16 Portable Storage Container (Rent) | | | | ◯ Yes ◉ No |
| 90 | 8x16 Portable Storage Container (Lease) | | | | ◯ Yes ◉ No |
| 91 | 8x16 Portable Storage Container (Sale) | $24,312.40 | $24,312.40 | lump sum | ◉ Yes ◯ No |
| 92 | 8x20 Portable Storage Container (Rent) | | | | ◯ Yes ◉ No |
| 93 | 8x20 Portable Storage Container (Lease) | | | | ◯ Yes ◉ No |
| 94 | 8x20 Portable Storage Container (Sale) | $29,100.40 | $29,100.40 | lump sum | ◉ Yes ◯ No |
| 95 | 8x40 Portable Storage Container (Rent) | | | | ◯ Yes ◉ No |
| 96 | 8x40 Portable Storage Container (Lease) | | | | ◯ Yes ◉ No |
| 97 | 8x40 Portable Storage Container (Sale) | $53,040.40 | $53,040.40 | lump sum | ◉ Yes ◯ No |
| 98 | Installation Per Modular Box | $60.00 | $80.00 | per man hour | ◉ Yes ◯ No |
| 99 | Dismantle Per Modular Box | $60.00 | $80.00 | per man hour | ◉ Yes ◯ No |
| 100 | Skirting (Linear Foot) | | | | ◯ Yes ◉ No |
| 101 | ADA Ramp System | | | | ◯ Yes ◉ No |
| 102 | Freight – Base 50 Miles | $2.00 | $4.00 | per mile | ◉ Yes ◯ 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 Pricing.xlsx - Friday June 05, 2026 15:56:05
- Financial Strength and Stability - ARC Letter of Credit.pdf - Thursday June 04, 2026 11:12:59
- Marketing Plan/Samples - Atlas Commercial Catalog.pdf - Friday June 05, 2026 13:45:54
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Standard Transaction Documents.zip - Thursday June 04, 2026 12:52:09
- Requested Exceptions (optional)
- Upload Additional Document (optional)

# 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. - Brandon Robinson, VP of Operations, Atlas Safe Rooms, 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_6_Modular_Buildings_and_Portable_Storage_Solutions_RFP_060926**<br>Wed June 3 2026 10:41 AM | ☑ | 2 |
| **Addendum_5_Modular_Buildings_and_Portable_Storage_Solutions_RFP_060926**<br>Thu May 28 2026 08:34 AM | ☑ | 1 |
| **Addendum_4_Modular_Buildings_and_Portable_Storage_Solutions_RFP_060926**<br>Tue May 26 2026 11:57 AM | ☑ | 2 |
| **Addendum_3_Modular_Buildings_and_Portable_Storage_Solutions_RFP_060926**<br>Tue May 19 2026 12:53 PM | ☑ | 2 |
| **Addendum_2_Modular_Buildings_and_Portable_Storage_Solutions_RFP_060926**<br>Thu May 14 2026 08:23 AM | ☑ | 1 |
| **Addendum_1_Modular_Buildings_and_Portable_Storage_Solutions_RFP_060926**<br>Wed May 13 2026 10:47 AM | ☑ | 2 |