



Solicitation Number: RFP#091319

CONTRACT

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

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor 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). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (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, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor's personnel for the purpose of interview and discussion relating to such documents.

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

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 10/30/2019 | 9:46 PM CDT

Calhoun Super Structures Ltd.
DocuSigned by:
By: Jeremy Calhoun
6ADE85E7E73B42E...
Jeremy Calhoun
Title: President
Date: 10/30/2019 | 3:19 PM CDT

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 10/30/2019 | 3:11 PM CDT

RFP 091319 - Fabric Structures with Related Materials and Services

Vendor Details

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

Submission Details

Created On: Monday July 29, 2019 13:29:32
Submitted On: Thursday September 12, 2019 16:11:18
Submitted By: Jason St. George
Email: jstgeorge@calhoun.ca
Transaction #: fde8cd98-47b9-4e14-9b51-9c4592651436
Submitter's IP Address: 75.73.141.179

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Calhoun Super Structures, Ltd.
2	Proposer Address:	3702 Bruce Road 10 Tara, ON Canada N0H 2N0
3	Proposer website address:	www.calhounsuperstructure.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jeremy Calhoun - President - JCalhoun@calhoun.ca 3702 Bruce Road 10, Tara, ON Canada N0H 2N0 519-934-3037
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason St. George - Business Development Manager - jstgeorge@calhoun.ca 7091 Oakridge Court, Shakopee MN 55379 612-999-8099
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Dan Dalzell - Business Development Manager - ddalzell@calhoun.ca 3702 Bruce Road 10, Tara, ON Canada N0H 2N0 519-934-3037

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Founded in 1992, Calhoun Super Structure began as a single idea and has since developed into a leading, full-service manufacturing company specializing in fabric structure engineering, production, and project management serving North America and beyond. Our project experience ranges from warehousing and manufacturing facilities to fertilizer and composting operations, salt sheds to salt production facilities, mining sites, and more. Led by President / Owner, Jeremy Calhoun, Calhoun Super Structure is guided by the core values of accountability, collaboration, quality, customer-centricity, and continuous improvement that is displayed in all aspects of our company. Calhoun has a commitment to deliver satisfaction to each and every customer. The relationships that we form with our customers are equally, if not more important, as our building projects. Our customer-centric focus and open collaboration allow for all voices and ideas to be heard and acknowledged at all times throughout the life of a project. From initial concept discussions through to final completion, our customers are given the attention, commitment, and dedication they deserve. We take pride in our work and in the satisfaction of our customers.
8	Provide a detailed description of the products and services that you are offering in your proposal.	Calhoun Super Structure custom designs, engineers, and manufactures fabric buildings for any industry and application from 22' wide up to 250' wide. We offer five main product series, each with their own standard features and profiles. The following graphic illustrates Calhoun's main product series designs and their respective features. In addition to designing, engineering, and manufacturing fabric buildings, Calhoun provides repair and re-cover services. No matter the level of damage, repair, building application, size, or brand, Calhoun offers full-service fabric structure repairs or re-covers and installation through our extensive dealer network. Our repair and re-cover services are not limited to just Calhoun's own products. In addition to repairs and re-covers, Calhoun offers other services that assist with providing a turn-key solution. Calhoun offers fabric building installation, relocation and building extensions, parts, and engineered drawings. We also recommend and work with third-parties to help customers complete the function and look of their fabric building from windows and doors, to insulation and liners, ventilation systems, conveyors, foundations, and more.
9	What are your company's expectations in the event of an award?	At Calhoun, we understand the value of cooperative purchasing and the importance of providing solutions to customers. As guided by Calhoun's corporate values, we strive to be operationally excellent through the pride we take in a quality product; we are purpose driven through our continuous improvement mandate; and we are relationship-oriented by the way in which we take accountability and put the customer first. We believe Calhoun's values align closely with Sourcewell's values, and in the event of an award, Calhoun Super Structure's expectation is to join into a mutually beneficial relationship with Sourcewell and its members.

10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See Document Upload Section	*
11	What is your US market share for the solutions that you are proposing?	Market share can be summed up as one large category or broken down into sub-categories. In this case, the overarching category is 'Fabric Structures with Related Materials and Services' whereas Calhoun's defined sub-categories are Fabric Building Kits, Fabric Building Parts, and Fabric Covers based on Calhoun's categories of sales revenue. The following graphic illustrates Calhoun's fiscal year 2018 US market share by total fabric building sales, as well as sales percentage by sub-category.	*
12	What is your Canadian market share, if any?	The following graphic illustrates Calhoun's fiscal year 2018 CDN market share by total fabric building sales, as well as sales percentage by by sub-category.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Calhoun Super Structure has never petitioned for bankruptcy protection.	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Calhoun Super Structure is a manufacturer of fabric buildings and employs a dual-customer approach. Primarily, Calhoun leverages an extensive dealer network across the United States whom we foster deep, long-term relationships with to drive sales and retain existing end-customers. Calhoun's network of over 30+ dealers own and operate their own companies from small-to-medium businesses to large enterprises, and are not employed by Calhoun Super Structure. Secondarily is our direct-to-consumer sales force whom we sell to, and service, straight from our Canadian head office outside of a pre-existing dealer territory. For all Sourcewell member projects, Calhoun Super Structure's Minnesota-based Business Development Manager will work directly with the Sourcewell member to provide turn-key solutions, leveraging our dealer network for installation and other facets of project management.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All Calhoun Super Structure buildings are reviewed and sealed by an independent third-party engineer licensed in the jurisdiction for the building. Licensing requirements for engineers vary by state and province. Calhoun ensures that our engineering partners maintain good standing with the relevant licensing bodies. Calhoun voluntarily undertakes to become American Welding Society (AWS) certified. In Canada, Calhoun is required to be certified by the Canadian Weld Bureau (CWB) to be in compliance with Canadian Standards Association (CSA) W47.1 and CSA W49. Calhoun maintains these certifications and is audited by the CWB quarterly. Calhoun is also required to be certified by CWB-Quasar to be in compliance with CSA A660. Calhoun maintains this certification and is audited by CWB-Quasar annually.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	Suspension or Disbarment has never applied to Calhoun Super Structure.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Within the overarching Fabric Structures with Related Materials and Services category, Calhoun Super Structure provides customers with Fabric Building Kits, Fabric Building Parts, and Fabric Covers, and can be sub-categorized as such.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Calhoun Super Structure was awarded Best Fabric Building Engineering & Installations Firm, 2019 by Corporate Vision Magazine as part of their 2019 Canadian Business Awards. Calhoun's unique engineering process, together with a customer-focused approach and commitment to innovation, is what contributed to Calhoun's evolving growth and win of this globally-recognized award. Corporate Vision is dedicated to recognizing the brightest, best performing and most deserving companies and individuals from around the business world. The following is our 2019 CV Magazine award certificate.
19	What percentage of your sales are to the governmental sector in the past three years	The average three-year percentage of governmental sector sales for Calhoun Super Structure is between 22-25%.
20	What percentage of your sales are to the education sector in the past three years	The average three-year percentage of educational sector sales for Calhoun Super Structure is between 2-5%.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We were recently awarded the RMA cooperative purchasing contract (RFP #AB-2019-01488) on behalf of RMA, SARM, and AMM that includes Alberta, Saskatchewan, Manitoba, and Ontario through one of our Canadian dealers.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Not applicable at this time.

Table 4: References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
Sedgwick County, Kansas	Lynn T. Packer, P.E., Engineering Manager	316-660-1766
Hammond Township, New York	Donald Green	315-324-5611
Town of Irondequoit, New York	Bob Kiley, Commissioner of Public Works	585-336-6033

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Ohio DOT	Government	Ohio - OH	VP Series 92 x 150 on 12' and 14' centers with steel leg for salt storage. Keder panel fabric system, white, non-FR PR. CC Series 62 x 196 CC 62 x 160 CC 42 x 60 GB 20 x 82	\$274,410	\$540,050
Town of Irondequoit	Government	New York - NY	VP Series 80 x 240 on 12' centers with steel leg used for temporary heated truck and equipment storage. Keder panel fabric system, tan, non-FR PE. HT 72 x 120 CC 62 x 50 *Customer has purchased five buildings from Calhoun in the last five years; three of which were in the past three years.	\$292,000	\$406,450
RIDOT	Government	Rhode Island - RI	VP Series 80 x 40 on 12' and 14' centers and VP Series 104 x 60 on 12' centers for salt storage. Both on concrete mount with Keder panel fabric system, translucent white 22 oz non-FR PE.	\$207,000	\$207,000
Credo Christian Highschool	Education	BC - British Columbia	VP Series 70 x 112 on 14' centers with 18' steel leg for outdoor covered basketball court. Keder panel fabric system, white non-FR PE with blue end bays.	\$150,000	\$150,000
City of Chestermere	Government	AB - Alberta	VP Series 70 x 156 on custom bay spacing: 2 @ 14' and 8 @ 16', on steel leg for salt storage. Keder panel fabric system, white non-FR PE with blue trim.	\$120,000	\$120,000

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
25	Sales force.	<p>Calhoun Super Structure employs a local Ontario, Canada project team inclusive of a Project Manager, a Sales Representative, and installation crew on a full-time basis specializing in both commercial and non-commercial projects. The Ontario, Canada project team is employed by Calhoun Super Structure and based out of Calhoun's head office in Tara, Ontario. Outside of the project team's clearly defined territory in Ontario, Calhoun has a network of 30+ dealers across the US and Canada. Calhoun Super Structure ensures that all territories are clearly defined by project teams and dealers so there is no overlap between them.</p> <p>For all Sourcewell member projects, Calhoun Super Structure's Minnesota-based Business Development Manager will work directly with the Sourcewell member to provide turn-key solutions, leveraging our dealer network for installation and other facets of project management.</p>
26	Dealer network or other distribution methods.	<p>Calhoun has an extensive network of 30+ dealers across both the US and Canada with the capability to meet the needs of Sourcewell members. Calhoun's network of dealers own and operate their own companies from small-to-medium businesses to large enterprises, and are not employed by Calhoun Super Structure. Calhoun works closely with each dealer to understand each individual dealers' capabilities, specialties, size, and scope to clearly define territories and ensure there is no overlap between dealers.</p> <p>For all Sourcewell member projects, Calhoun Super Structure's Minnesota-based Business Development Manager will work directly with the Sourcewell member to provide turn-key solutions, leveraging our dealer network for installation and other facets of project management.</p>
27	Service force.	<p>Through our extensive dealer network, and their subcontractors, Calhoun Super Structure has the capability of meeting the needs of Sourcewell members across the US and Canada.</p>
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Through Calhoun's team of 50+ staff, Sourcewell members will have access to technical support, shipping and receiving, and sales support, available to respond to queries that Sourcewell members have at any time.</p> <p>Externally, Calhoun's extensive dealer network is available to support Sourcewell members on a local level, in the members' given time zone, so there is always a representative available on behalf of Calhoun to provide customer service to Sourcewell members as a secondary resource. To ensure optimal service delivery, response time, and commitment, Calhoun incentivizes its dealer network with a comprehensive co-op advertising and incentive program that ensures a mutually beneficial partnership whereas both parties work in collaboration towards the best interest of the customer, and are rewarded accordingly.</p> <p>At Calhoun, all internal and external Calhoun stakeholders view customer service as a priority. Upon award of this contract opportunity – prior to implementation – Calhoun Super Structure will employ an immersive training program for all associated stakeholders utilizing Sourcewell's vendor training videos, webinars, and forums to ensure familiarity and preparedness of the new partnership for maximum customer service capability.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Calhoun Super Structure is willing and able to fully serve all geographic areas through the proposed contract. Shipments to Nunavut, Canada, Hawaii, USA, and any US Territories outside of the continental United States will be calculated on a case by case basis based on current carrier rates. Freight charges will be agreed upon by the Sourcewell member before an order is placed.</p>
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Calhoun Super Structure is willing and able to fully serve all Sourcewell member sectors through the proposed contract.</p>
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	<p>Shipments to Hawaii and any US Territories outside of the continental United States will be calculated on a case by case basis based on current carrier rates. Freight charges will be agreed upon by the Sourcewell member before an order is placed.</p>

Table 7: Marketing Plan

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

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Calhoun Super Structure offers complimentary in-house technical support, supplemented with detailed maintenance and installation manuals. See attached documents.</p> <p>On-site training may be available to field staff during final inspection if desired by Sourcewell member. If Sourcewell member requires future building maintenance, Calhoun may offer maintenance inspection through its dealer network at an added cost.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Calhoun Super Structure is one of the first fabric building manufacturers in the industry and has been in business for almost 30 years. We are a true pioneer in the fabric structure industry in many important ways.</p> <p>While other fabric building companies were applying an in-line galvanizing system for their steel frames, we were the first to use hot-dip galvanizing as a standard with the critical importance of knowing that hot-dip galvanized steel structures last three times longer.</p> <p>We were also the first to implement a true site-specific analysis design on every building. We understood from the very beginning that the site of each operation is unique, and a safe and reliable fabric building is paramount.</p> <p>All Calhoun buildings are engineered using a site-specific 3D Non-Linear Finite Element Analysis which considers the snow, rain, wind, and seismic conditions at the building location. This technique allows Calhoun to deliver the strongest building for each unique location.</p> <p>Calhoun delivers detailed site-specific foundation reactions to allow the foundation to be engineered to further optimize the customer's installation. This process provides for a detailed and precise assessment of reaction loads that will in turn allow for an optimized foundation design.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Calhoun Super Structure does not currently employ 'green' initiatives at this time.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Calhoun Super Structure does not currently employ third-party issued eco-labels, ratings, or certifications at this time.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Calhoun Super Structure does not currently hold WMBE, SBE, or veteran owned business certifications at this time.
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Calhoun Super Structure is the only fabric building manufacturer in the industry who includes the negative effects that fabric places on the strength and durability of the building, and then engineers the structure to ensure all snow, wind, and seismic conditions are exceeded. Our unique engineering procedures result in an optimal use of materials and ensures a reliable structure, going beyond industry standards.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Calhoun Super Structure has an established presence in Canada and are willing and able to provide products and services to Sourcewell members in this region. We were recently awarded the RMA cooperative purchasing contract (RFP #AB-2019-01488) on behalf of RMA, SARM, and AMM that includes Alberta, Saskatchewan, Manitoba, and Ontario through one of our Canadian dealers.

Table 9: Warranty

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

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	The steel framework and the cover of the Calhoun Super Structure described in this agreement are warranted to the purchaser to be free of defects in materials and workmanship under normal use and proper maintenance for a period of up to 15 years Pro-rata after the original date of purchase. Any labor warranties will be by dealer/installer. Generally, installers provide a 1 year workmanship warranty.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Some restrictions apply - see attached warranty.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Calhoun has in house technical support at no charge to Sourewell member. If an onsite visit is required by a technician, costs may vary based on geographical location. Calhoun will work with the Sourcewell members to help mitigate the costs associated with warranty repairs. All costs associated with warranty repair will be approved by member prior to work.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Calhoun Super Structure can provide a certified technician in any part of the United States and Canada.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty applies to all products supplied by Calhoun Super Structures, manufactured or purchased. - See attached warranty.
48	What are your proposed exchange and return programs and policies?	Calhoun will work with Sourcewell members on a case by case basis if an exchange or return is required.
49	Describe any service contract options for the items included in your proposal.	Our dealer installers may provide a yearly maintenance agreement. This agreement would be made between installing company and Sourcewell member directly.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30 from ship date.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Calhoun Super Structure works with third-party financial institutions to offer financing options to customers if required.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>Calhoun's order placement method includes a variety of options including phone, fax, email, or direct personal assistance from Calhoun's business development representatives. Order placement will be determined by the Sourcewell member preference.</p> <p>Regardless of the method used, the member will receive the Sourcewell contract price and benefits, and each Sourcewell member will be assigned a unique Calhoun sales order number that is linked to Sourcewell contract pricing. The transaction will be tracked for the Sourcewell quarterly sales report.</p> <p>A detailed quarterly sales report will be generated using individual sales order numbers and associated data including member information, pricing information, and building kit information.</p> <p>Calhoun Super Structure will work directly with Sourcewell members on each individual project, and leverage our extensive dealer network for local installation.</p> <p>The following graphic illustrates Calhoun's order process.</p>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Calhoun Super Structure accepts Credit Card payments. The fee for this service is 2%.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Calhoun Super Structure's pricing model reflects a combination of percentage discounts for building kits, and line item pricing for additional building kit options. The nature of purchasing a building for salt, deicing, and other similar equipment may require substantial customization to the unique circumstances of the individual state/county/town, subject to engineering. The following document outlines standard building kit pricing. For customizations, Calhoun will work with Sourcwell members on their unique requirements.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Calhoun Super Structure will provide Sourcwell members 10% discount off retail.
56	Describe any quantity or volume discounts or rebate programs that you offer.	Calhoun Super Structure will offer volume discounts to Sourcwell members based on quantity and size of buildings purchased.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	If sourced or related services are required by Sourcwell members, Calhoun can refer members to third-parties and support team to ensure compatibility. If Calhoun is required to provide related services or products, we will do so at cost.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pricing provided is for standard building kits only, FOB Tara, Ontario CA. Calhoun will utilize our extensive dealer network to ensure proper installation. If Sourcwell members have the capability to install, or would like to work with a local contractor, Calhoun will provide technical assistance. Foundations can vary based on site conditions and member requirements. Calhoun can provide engineered stamped drawings for foundations if desired.
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	Calhoun will work with our extensive group of carriers to ensure three competitive freight quotes and combine loads shipping to the same area if possible. Any freight charges will be agreed upon by the Sourcwell member before scheduling delivery. Calhoun will coordinate with the Sourcwell member to schedule delivery time and location.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska and Canada will follow the same terms as continental US as previously stated. For Hawaii and offshore delivery, payment must be received in full prior to shipping. Any freight charges will be agreed upon by Sourcwell member before scheduling delivery.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If required, Calhoun Super Structure, along with flat deck carriers, has capabilities to containerize product for rail and vessel delivery.

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	All Sourcewell member projects will be handled by Calhoun's Business Development Manager in order to ensure consistency and accuracy for pricing and reporting. All order history and documentation will be stored and readily accessible in our customer order tracking system. Calhoun Super Structure's accounts payable department will work with Calhoun's Business Development Manager to complete the reporting process and remit the proper administrative fee for Sourcewell. All internal reviews will undergo a summary report to identify any anomalies in Sourcewell membership spend, and ensure contract parameters are met.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Calhoun Super Structure will pay Sourcewell an administration fee of 1.5% under this contract.

Table 14: Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Upon award of a Sourcewell contract, Calhoun Super Structure will employ the following short-term and long-term key performance indicators to measure contract success:</p> <p>Year over Year Sales in the Government, Educational, and/or Non-Profit Sector - Each transaction will be tracked with a unique Calhoun sales order number that is linked to Sourcewell contract pricing. A detailed quarterly sales report will be generated using individual sales order numbers and associated data including member information, pricing information, and building kit information.</p> <p>Success Stories – A collection of success stories will be gathered by Calhoun’s internal marketing department. Member outreach will be conducted on a case by case basis of Sourcewell member projects whom benefited from Calhoun’s Sourcewell contract.</p> <p>Satisfaction and Retention - Employed as a long-term key performance indicator, Net Promoter Scores will be generated annually over the 4-year contract term using Promoter to measure the overall satisfaction of Sourcewell member’s with Calhoun Super Structure, and their willingness to recommend Calhoun’s products. In combination with Net Promoter Score metrics, the number of repeat transactions from Sourcewell member’s will be tracked long-term using historical Sourcewell member sales order details, and annual reports generated.</p> <p>Customer Conversion – Calhoun Super Structure would like to generate frequent reports in collaboration with Sourcewell to understand the number and frequency of converted customers as referred to by Calhoun. This would allow Calhoun to measure its marketing effectiveness and direct sales support while also understanding the success for Sourcewell brought forth by Calhoun’s awarded contract.</p>
66	Describe the applications for your product in the government and education verticals.	<p>From large-scale production facilities, to small storage sheds, insulated to keep highway vehicles warm, to ventilated structures that mitigate odor, Calhoun custom-engineers fabric buildings specifically tailored to government verticals who need a facility for salt and sand, waste and recycling, and equipment storage.</p> <p>For education verticals, Calhoun Super Structure custom-engineers fabric buildings for outdoor playgrounds, horticulture, and equine assisted learning.</p> <p>See attached associated Calhoun marketing brochures.</p>
67	Describe the methods or techniques that impact the durability or longevity of your product.	<p>All Calhoun Super Structure buildings undergo a site-specific review. Each building is reviewed considering adjacent topography and any other factors which impact the loading on the structure such as snow shadowing from adjacent structures, exposure due to treelines or open water. The appropriate loading parameters are selected for the building analysis based on the site review. A full review of the building in it’s intended location ensures that factors which may impact the longevity of the structure are identified and the building is designed correctly for the site.</p>
68	Describe your design and engineering process at a project level.	<p>Each Calhoun Super Structure building project undergoes a site-specific review. Satellite and street level imagery is reviewed to identify any site-specific factors that need to be incorporated into the building analysis. A design package is provided to a third-party independent analyst that performs a code review based on the relevant building code for the jurisdiction. The code review is followed by a three-dimensional non-linear finite element analysis of the building with the requisite building load cases applied. The results from the third-party analyst’s review are returned to Calhoun and any required changes are incorporated into the building drawings. The building drawings and analyst review are transmitted to a third-party engineer that is licensed in the jurisdiction for final review and sealing of the drawings. The sealed drawings are used to generate the bills of material and shop drawings for production and fulfillment of the building order.</p>
69	Describe any manufacturing processes or material specification-related attributes (wind speed or snow load specifications) that differentiate your offering from your competitors.	<p>Calhoun Super Structure’s are designed using a site-specific review. Calhoun does not produce buildings for generic loads or assumed site conditions. Calhoun’s site-specific design process and three-dimensional non-linear analysis are unique in the industry and ensures the most efficient and reliable structure is provided for the customer.</p> <p>All Calhoun Super Structures are hot-dip galvanized post fabrication to create a full corrosion resistant coating on all steel components for maximum longevity.</p>
70	Discuss your proposed product line in terms of sustainability and recycling.	<p>Nearly all of Calhoun Super Structure’s fabric building components are 100% recyclable including steel framework, nuts, bolts and HDPE canvas top. At the completion of a Calhoun fabric building life cycle, there can be little to no environmental impact.</p>

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

Line Item 68. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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."

- [Financial Strength and Stability](#) - Table 2 Question 10_Calhoum Credit Reference Sept 2019.pdf - Tuesday September 10, 2019 15:38:38
- [Marketing Plan/Samples](#) - Table 7 Question 32_Marketing Plan Documents.zip - Thursday September 12, 2019 10:08:59
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Table 9 Question 3_Calhoum Warranty Manual.pdf - Tuesday September 10, 2019 15:39:44
- [Pricing](#) - Table 11 Question 54_Pricing and Delivery Documents .zip - Thursday September 12, 2019 14:48:57
- [Additional Document](#) - Supporting Documents.zip - Thursday September 12, 2019 10:09:32

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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. - Jason St. George, Business Development Manager

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
RFP 091319 - Fabric Structures Addendum 2 Tue September 3 2019 12:54 PM	<input checked="" type="checkbox"/>	--
RFP 091319_Fabric Structures_Addendum 1 Fri August 23 2019 08:27 AM	<input checked="" type="checkbox"/>	--

