



Solicitation Number: RFP #071223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Atlas Greenhouse, LLC, 9596 US Hwy. 82, Alapaha, GA 31622 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fabric Structures with Related Materials and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires August 18, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

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

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

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

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

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

22. CANCELLATION

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

Sourcwell

Atlas Greenhouse, LLC

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
8/14/2023 | 2:16 PM CDT
Date: _____

DocuSigned by:
Mark Davis
468D58144D2343E...
By: _____
Mark Davis
Title: President
8/16/2023 | 12:36 PM PDT
Date: _____

Approved:

DocuSigned by:
Chad Coauette
48BAF71B0894454...
By: _____
Chad Coauette
Title: Executive Director/CEO
8/16/2023 | 2:39 PM CDT
Date: _____

RFP 071223 - Fabric Structures with Related Materials and Services

Vendor Details

Company Name: Atlas Greenhouse LLC
Address: 9596 US Highway 82 East
P.O. Box 558
Alapaha, Georgia 31622
Contact: Bill Mathis
Email: Bill.mathis@atlasgreenhouse.com
Phone: 229-532-2905
Fax: 229-532-4600
HST#: 261256949

Submission Details

Created On: Friday May 19, 2023 10:02:51
Submitted On: Wednesday July 12, 2023 10:11:42
Submitted By: Bill Mathis
Email: Bill.mathis@atlasgreenhouse.com
Transaction #: 626a36a5-e375-4cd0-bb33-83e4c3250904
Submitter's IP Address: 169.130.236.74

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Atlas Greenhouse, LLC.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Atlas Greenhouse, Atlas Manufacturing, Atlas Metal Buildings.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	30BV0 CAGE PTJJE6LNBD23 SAM
5	Proposer Physical Address:	9596 US Hwy 82 Alapaha, GA 31622
6	Proposer website address (or addresses):	www.atlasgreenhouse.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark Davis President 9596 US Hwy 82 Alapaha, GA 31622 Mark@atlasgreenhouse.com 229-532-2905
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bill Mathis Sales Manager 9596 US Hwy 82 Alapaha, GA 31622 Bill.Mathis@atlasgreenhouse.com 229-532-2905
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stuart Sumner Educational Business Development Coordinator 9596 US Hwy 82 Alapaha, GA 31622 Stuart@atlasgreenhouse.com 229-532-2905

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

Line Item	Question	Response
10	Provide a detailed description of the products, and services that you are offering in your proposal.	<p>At Atlas, we specialize in offering lower-priced, smaller applications in fabric covered structures, along with a full line of greenhouse solutions. We take pride in our differentiated offerings, combining affordability, versatility, and a comprehensive range of solutions. We design, engineer, and manufacture multipurpose structures with clear spans ranging from 16' wide to 41' 6" wide.</p> <p>For over 30 years Atlas has served the educational market, from small rural school districts to major universities with fabric and rigid plastic covered structures. We believe the smaller rural and likely budget tight districts may be underserved by Sourcewell's current vendor partners. Atlas provides these members with cost-effective, size appropriate, simple structures that may be more in line with the needs of smaller customers. Over the past 15 years, Atlas has sold more than 400 educational greenhouses to K12 customers and provided greenhouses and refurbishing services to over 57 higher education customers. Atlas helps these members through the entire process of needs definition, design, system choice, fabrication, permitting, installation, and commissioning. We take a holistic approach to solving the needs of Sourcewell's educational members across our product line.</p> <p>In our "gutter connect" product line, we provide modular units that can be combined to achieve the desired width. Our structures are designed to accommodate various covering options based on specific application needs. These coverings can include fabrics as well as a range of hard panel solutions. In addition to our wide range of structures, we offer professional installation services. Our highly experienced installation crews are knowledgeable about our product line, ensuring optimal performance and customer satisfaction. We also provide recovering services in case the covering of a structure has been damaged by inclement weather or has reached the end of its life cycle.</p> <p>To further meet customer requirements, Atlas offers a selection of equipment tailored to the application of the structure. For fabric structures, we can supply doors, windows, and ventilation options. In greenhouse applications, our offerings are even more diverse and encompass environmental control equipment, benches, supplemental lighting, shade systems, irrigation, and much more. See document A8 for more details.</p>
11	What levels of service (material only, turnkey, other) are being proposed?	Materials only pricing with delivery costs quoted on a per case basis. Optional installation is offered and is priced on a per case basis. If a Sourcewell member does not request the installation service, Atlas will provide detailed installation manuals that are job specific. See attachment A-3 for example.
12	Does the response include installation services?	Yes. Atlas has an extensive nationwide network of installation partners. Installation is offered as an option on most structures and is quoted on a case-by-case basis.
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	See lines 14-16 for response.
14	How does the Participating Entity select an installer?	Atlas will work with the participating entity to choose the right installer based on location, type of structure, and overall scope of work.
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	Installers used by Atlas on a day-to-day basis are trained by Atlas and experienced in the installation of our structures and are required to maintain sufficient insurance coverage to satisfy governmental entities. Should licenses be required that installers do not hold, Atlas will attempt to seek out qualified license holders that meet our criteria and are willing to be trained in the installation of our product. In some cases, experienced Atlas installers can work under license holders as sub-contractors.
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	Yes, a standard installation agreement is used that details the scope of work and agreed upon payment terms. An example of such an agreement is included in our submission. See attachment A-3 for standard agreement for fabric structures. Note that if a greenhouse is purchased, additional services may be offered that are not required with fabric structures.

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

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

Line Item	Category or Type	Offered *	Comments	
17	Tension fabric structures	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
18	Rigid framed fabric structures	<input checked="" type="radio"/> Yes <input type="radio"/> No	Frames are built with galvanized tubular steel and covered with a3 ply laminate combining 2 layers of UV stabilized coextruded polyethylene and a high strength cord grid. See document A8 for a visual reference.	*
19	Membrane structures	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
20	Air-supported structures	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*

Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
21	d. other than what the Proposer typically offers (please describe).	Pricing is offered at a significant discount to what is typically offered to an individual municipality, university, or school district. Atlas is not currently affiliated with any other purchasing cooperatives.

Table 4: Pricing and Delivery

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

Line Item	Question	Response *	
22	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing to Sourcewell members reflects a 20% discount from MSRP on fabric structures and related options and a 12.5% discount from MSRP on greenhouses and related equipment. Our attached price lists will clearly show MSRP and Sourcewell member price for each line item. See attachment A-2 for price list.	*
23	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	Installation is offered as an option for both fabric structures and greenhouses. Each project is priced on a case-by-case basis and takes into consideration type of structure, geographic location, work conditions, and prevailing wage requirements.	
24	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Fabric structures and accessories (windows, doors, replacement coverings) are priced 20% below MSRP and greenhouses with related equipment (fans, cooling equipment, heaters, doors, benches, coverings) are priced at 12.5% below MSRP.	*
25	Describe any quantity or volume discounts or rebate programs that you offer.	Atlas does not have a structured volume discount or rebate program but in the case of a large volume order, we will look at current costs and can possibly offer pricing below listed Sourcewell member pricing.	*

26	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	We will, of course, help source other items that are related to our buildings, and we will endeavor to provide consistent discounts from MSRP. We may, however, be limited by manufacture's pricing and availability. We realize that our standard offerings may not always fit the needs. Custom-designed structures are available upon request and will be priced individually but at similar discounts to standard offerings.	*
27	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>The pricing submitted with our response does not include certain elements of the total cost of acquisition. These elements include charges associated with freight, installation, and taxes, which will be determined on a case-by-case basis.</p> <p>For freight charges, Atlas will collaborate directly with Sourcewell members to identify the most cost-effective options. We have established relationships with various third-party freight companies, allowing us to leverage competitive rates for transportation.</p> <p>Regarding installation, Atlas will provide dedicated installation crews located near the Sourcewell member's geographic area, allowing us to offer the most competitive pricing for these services.</p> <p>In terms of foundation design, Atlas will provide sealed engineered drawings as needed. The cost of the foundation design is predetermined, but the price for implementing the foundation design can vary depending on the location and specific site conditions.</p> <p>It's important to note that additional costs associated with pre-delivery inspection, setup, mandatory training, or initial inspection are not explicitly mentioned in our response. However, if any of these costs are applicable to a particular project, they will be discussed and agreed upon with Sourcewell members on a case-by-case basis, ensuring transparency and clarity regarding pricing and the parties responsible for imposing these costs.</p>	*
28	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Atlas offers a comprehensive freight, shipping, and delivery program that considers the specific needs and preferences of Sourcewell participating entities. Here is a detailed description of the program:</p> <ol style="list-style-type: none"> 1. Pricing: Atlas determines shipping charges on a per case basis. We work directly with our trusted third-party freight companies to provide the most economical freight options available for each project. 2. Freight Options: Atlas engages in discussions with Sourcewell members to understand their requirements and preferences for freight delivery. We consider factors such as the type of shipment, size of the order, and any specific delivery constraints. Sourcewell members can specify their preference for flatbed deliveries, van trailers, or any other suitable transportation method. 3. Additional Services: If needed, Atlas can accommodate additional services such as liftgate assistance for Less Than Truckload (LTL) shipments. This ensures that Sourcewell members have the necessary equipment to facilitate the unloading process. 4. Agreement and Processing: Before placing and processing an order, Atlas and Sourcewell members will agree upon the final price and the chosen delivery method. This ensures transparency and allows Sourcewell members to make informed decisions regarding their shipping preferences. 	*
29	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	To provide best price, shipping costs to Alaska, Hawaii, Canada, or offshore locations will be priced on a case-by-case basis at the time of the quote/ order.	*
30	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Because of the unique nature and challenges associated with shipping disassembled structures, Atlas uses a combination of shipping resources that include private haulers, commercial freight lines, broker services, and containerized export shipping services.	*

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *	
31	Describe your payment terms and accepted payment methods.	Atlas will invoice the Sourcwell member for the materials and installation separately. Materials will be invoiced on a Net 30 payment plan from the date of shipping. Installation will be invoiced based upon work completed.	*
32	Describe any leasing or financing options available for use by educational or governmental entities.	Atlas does not directly provide any financing options other than what is listed above. We can, however, refer members to 3rd party sources if requested.	*
33	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Please see the attached document. This is the standard order documentation that includes the order, terms and conditions, and warranty information. See attachment A-3 for standard transaction document. The attached document also includes both a standard installation agreement along with a generic installation manual for a member who may wish to construct the fabric structure themselves. \	*
34	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Atlas accepts P-Card and Credit Card payments. The fee for this service is 3%.	*

Table 6: Audit and Administrative Fee

Line Item	Question	Response *
35	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	All Sourcewell member projects will be funneled through and overseen by Atlas' Business Development Coordinator. Unique quote programs and order forms exclusively for Sourcewell members with Sourcewell member special pricing will be used for all Sourcewell member quotes and orders. We have sophisticated CRM and ERP systems that let us track specific orders, customer type, and invoice data. We will be able to track very detailed specifics on Sourcewell member orders.
36	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>If awarded the contract, Atlas will utilize several internal metrics to measure the success of the contract. Here are a few examples:</p> <ol style="list-style-type: none"> 1. Year over Year Growth: Atlas will closely monitor the year over year growth in sales, specifically focusing on the Educational and Government sectors. This metric will provide a clear indication of the contract's impact on the company's overall financial performance. 2. Sourcewell Order Tracking: Atlas will diligently track, monitor, and review all Sourcewell orders. This includes recording order details, such as order volume, product specifications, and delivery timelines. Tracking Sourcewell orders allows Atlas to assess the level of engagement and satisfaction among Sourcewell members. 3. End Market Sales: Atlas will analyze the sales performance in the targeted end markets, particularly the Educational and Government sectors. By monitoring sales growth and market share in these sectors, Atlas can measure the contract's effectiveness in generating new business and expanding its customer base. 4. Internal Process Efficiency: Atlas will continuously evaluate internal processes to ensure efficiency and effectiveness in fulfilling Sourcewell orders. Metrics such as order processing time, on-time delivery, and customer feedback will be assessed to identify areas for improvement and ensure a smooth and seamless experience for Sourcewell members. 5. Customer Satisfaction: Atlas will gauge customer satisfaction through feedback surveys, reviews, and direct communication with Sourcewell members. This metric will help assess the overall quality of products, services, and support provided, and identify opportunities for enhancing customer experience and loyalty. <p>By tracking and analyzing these internal metrics, Atlas will be able to measure the success of the contract with Sourcewell. These metrics provide valuable insights into the company's growth, market performance, operational efficiency, and customer satisfaction, allowing Atlas to make data-driven decisions and continuously improve its offerings.</p>
37	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Atlas will pay an administrative fee of 3% under this contract.

Table 7: Company Information and Financial Strength

Line Item	Question	Response *
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38	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	For over 30 years Atlas has served the educational market, from small rural school districts to major universities with fabric and rigid plastic covered structures. We believe the smaller rural and likely budget tight districts may be underserved by Sourcewell's current vendor partners. Atlas provides these members with cost-effective, size appropriate, simple structures that may be more in line with the needs of smaller customers. Over the past 15 years, Atlas has sold more than 400 educational greenhouses to K12 customers and provided greenhouses and refurbishing services to over 57 higher education customers. Atlas helps these members through the entire process of needs definition, design, system choice, fabrication, permitting, installation, and commissioning. We take a holistic approach to solving the needs of Sourcewell's educational members across our product line.	*
39	What are your company's expectations in the event of an award?	<p>Atlas has established a strong presence in the educational and governmental sectors of the industry over the years. If awarded the contract by Sourcewell, we anticipate a significant increase in overall sales as our products would gain exposure in previously untapped geographic areas. This expansion would open new opportunities for growth and success.</p> <p>With our decades of experience, expertise in designing and manufacturing structures, and the support of a contract from Sourcewell, we are confident in our ability to deliver successful outcomes. This contract would not only benefit our company but also foster a mutually beneficial relationship between Atlas, the Sourcewell organization, and its members.</p> <p>In the fabric structure space, Atlas offers Sourcewell members a cost-effective and efficient solution compared to larger and more expensive options currently available from other vendors. Our shorter lead times and competitive pricing provide Sourcewell members with a clear path to procure high-quality fabric structures and purpose-designed educational greenhouses at a lower cost.</p> <p>We have received numerous requests from K-12 educational institutions seeking access to Sourcewell for fabric structure procurement. By partnering with Sourcewell, we can fulfill these requests and enable Sourcewell members to obtain cost-effective options for fabric structures that meet their specific needs.</p>	*
40	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see attachment A-5.	*
41	What is your US market share for the solutions that you are proposing?	We are among the leaders in the US for educational greenhouses, with an established network of contacts within the educational market, both K-12 and the university systems. Because of the increasing number of inquiries we get from coop members, Atlas has an excellent opportunity for growth that will equally benefit Sourcewell and its members. We have recently created and filled the position of Business Development for Educational Markets and have already begun to see increased growth in areas outside the Southeast. Additionally, our outside sales managers are strategically located to provide thorough coverage of the 48 contiguous states.	*
42	What is your Canadian market share for the solutions that you are proposing?	Atlas does not actively sell into the Canadian market.	*
43	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Atlas has never petitioned for bankruptcy.	*

44	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Atlas is a manufacturer of multi-purpose structures, including fabric-covered structures and greenhouses. While we have established distributors for our products across different regions in the United States, we also have a direct service approach, working directly with end users. It is important to note that our product distributors are independently owned.</p> <p>However, for all Sourcwell member projects, we would take a hands-on approach by managing them internally through our dedicated team of Atlas employees. Our involvement includes designing the structure, recommending the best options available to meet the specific needs of the end user, addressing local requirements related to engineering and permitting, and more.</p> <p>Atlas Greenhouse LLC takes pride in our extraordinary sales force, which consists of both inside sales representatives and regional sales managers. Our sales team has extensive experience and expertise in the industry. They cover different quadrants of the United States, allowing us to provide comprehensive support to our customers nationwide. Additionally, all members of our sales team are direct employees of Atlas Greenhouse LLC, ensuring a unified approach and consistent service.</p> <p>We have a dedicated point of contact within our sales team who leads market development in the educational sector throughout the United States. This individual, along with the entire sales team, is available to work on applicable projects and provide specialized support to Sourcwell members. Our sales force, combined with our commitment to customer service and market development in the educational sector, allows us to deliver tailored solutions and meet the unique requirements of educational, horticultural, agricultural, and institutional markets.</p>	*
45	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Structures manufactured by Atlas undergo a rigorous review process to ensure compliance with safety and structural standards. As part of this process, the structures are reviewed, stamped, and sealed by an independent third-party engineer who is licensed in the state where the structure will be installed. This ensures that the design and construction of our structures meet the necessary codes and regulations.</p> <p>It is important to note that while Atlas Greenhouse LLC takes responsibility for the structural integrity of our products, the end users are generally responsible for obtaining the required permits from the authority having jurisdiction. However, we provide the necessary structural and foundation design drawings that are typically required to facilitate the permit application process.</p> <p>MEP drawings are not included as part of the standard package. However, upon request, we can make these drawings available to meet the specific requirements of the project.</p>	*
46	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Atlas has never been suspended nor debarred from doing business with any government entity.</p>	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *
47	Describe any relevant industry awards or recognition that your company has received in the past five years	Atlas was awarded Industry of the year award in 2022 by the Berrien County Chamber of Commerce and Economic Development Authority. Our President, Mark Davis, is the Immediate Past President of the National Greenhouse Manufacturer's Association and has served locally as Chairman of our county School Board.
48	What percentage of your sales are to the governmental sector in the past three years	The estimated percentage of total sales in the governmental sector would be 5% for Atlas.
49	What percentage of your sales are to the education sector in the past three years	Over the past three years, approximately 17% of Atlas total sales have been attributed to the education sector. Because of our strong presence and expertise in serving educational institutions with our greenhouse solutions, our percentage of sales to the educational market grew to 30% in 2022. We have established ourselves as a trusted provider in the education space, delivering purpose-designed educational greenhouses, fabric structures, and related equipment. Our commitment to understanding the unique needs of K-12 schools, colleges, universities, and other educational organizations has allowed us to develop tailored solutions for hands-on learning, research, and horticultural programs. We are actively seeking opportunities to expand our impact in the educational market, providing cost-effective options and superior customer service.
50	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Atlas is not currently part of any cooperative purchasing contracts which will allow us to focus all of our efforts on Sourcwell members.
51	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Atlas does not currently hold any GSA contracts or Standing Offers and Supply Arrangements.

Table 9: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
University of Georgia	Education	Georgia - GA	The scope of work handled by Atlas included the design, supply, and install of a 30x104 Grand Peak Gutter Connect, a 24x48 Grand PeakGutter Connect and a 10x104 Grand Peak Gutter Connect Greenhouses.	\$306,622.00	\$2,738,716.00
Tennessee State University	Education	Tennessee - TN	The scope of work handled by Atlas included the design, supply, and labor/installation of (5) 30x36 Super Arch Greenhouses.	\$442,324.00	\$442,324.00
Athens Technical College	Education	Georgia - GA	The scope of work handled by Atlas included the design, supply, and labor/installation of (3) 30x60 Grand Peak Gutter Connect Greenhouses.	\$304,004.00	\$305,905.00
Auburn University	Education	Alabama - AL	The scope of work handled by Atlas included the design, supply and labor of 6 30x96 Budget Plus Series Greenhouses.	\$184,957.00	\$254,940.00
Van Buren School District	Education	Arkansas - AR	The scope of work handled by Atlas included the design and supply of a 41.5x144 Grand Peak Gutter Connect Greenhouse.	\$166,662.00	\$226,647.00

Table 10: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
4C Academy	Chris Hatcher	229-431-1238
Whitley County Schools	Brian Prewitt	608-344-2875
University of Georgia	Kurt Seigler	229-445-0110
See Attached Case Studies Document A-8.	N/A	N/A

Table 11: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
54	Sales force.	<p>The Atlas sales force consists of 10 experienced sales professionals with decades of combined industry knowledge. To provide dedicated support for Sourcewell member projects, we have a primary point of contact based at our head office in Alapaha, GA. Additionally, our regional sales managers cover different quadrants of the continental United States and can meet with Sourcewell members in person upon request.</p> <p>To further enhance our commitment to the educational sector, we have appointed Stuart Sumner as the Business Development Manager for educational sales. Stuart will be responsible for selling and servicing Sourcewell members, ensuring their specific needs are met.</p> <p>In addition to our regional sales managers and BD Manager, we have a dedicated four-person outside sales force organized by region. They will proactively reach out to Sourcewell members within their respective regions, providing on-site support and building strong relationships. This team also supports inbound inquiries.</p>
55	Service force.	<p>Atlas subcontractor crews provide installation services throughout the contiguous United States, ensuring that Sourcewell members will receive installation services from reputable and knowledgeable experts. We take pride in our subcontractor crews' ability to mobilize quickly and efficiently, allowing for timely and precise installations. They work diligently to meet our high standards of quality while completing projects within respectable time frames.</p> <p>To ensure smooth project execution and effective coordination, Atlas Greenhouse LLC maintains internal project management. Our dedicated project managers oversee and supervise the installation process, ensuring that all aspects of the project are handled professionally and efficiently. They serve as a point of contact for Sourcewell members, addressing any questions or concerns throughout the installation phase.</p>
56	Dealer network or other distribution methods.	<p>Atlas recognizes the importance of a dedicated point of contact for Sourcewell-related projects. As such, we have established a position within our company headquarters in Alapaha, GA, to specifically focus on the educational market in the United States and act as the primary contact for all Sourcewell projects. This decision ensures that we are fully prepared to provide comprehensive support in marketing, sales, customer service, and all other aspects of the project, should we be awarded this contract.</p> <p>Having a dedicated employee in this role enables us to deliver the high level of service we pride ourselves on while ensuring consistency and optimal performance across all projects. Our goal is to provide direct sales and service to Sourcewell members, establishing a strong and direct relationship. While we do support distributors who bring us opportunities with Sourcewell members, our primary channel will be to sell and service Sourcewell members directly.</p>

57	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	<p>Sourcewell members will have a direct and seamless ordering process when working with Atlas. The primary point of contact at our headquarters will serve as a dedicated resource throughout the entire process.</p> <p>The ordering process begins with the member's request, where they communicate their specific needs and requirements. Our knowledgeable contact will work closely with the members to confirm load requirements for engineering purposes, discuss freight options, and provide cost estimates for installation associated with the project. This collaborative approach ensures that all aspects of the order are thoroughly addressed and agreed upon.</p> <p>Once all details have been finalized, the Atlas employee will internally process the order, initiating the production of the structure. Throughout this process, the employee will maintain consistent communication with the Sourcewell member, providing regular updates and addressing any inquiries or concerns that may arise.</p> <p>From initial request to proposal, design, approval, drawings, engineering, shipping arrangements, and subcontractor installation, our team ensures a smooth and efficient progression. We understand the importance of assisting educational institutions in selecting the right structure for their needs, and we are committed to providing guidance and support throughout the entire process. We aim to ensure that every school receives the optimal greenhouse or fabric structure solution.</p>	*
58	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	The main focus and overwhelming majority of our business is sold direct to the customer/end user. We have a limited number of dealer/partners that bring us leads and orders and they are compensated as per our agreement with each dealer. Our intent, through Sourcewell, is to sell and service Sourcewell members directly.	
59	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Atlas is committed to delivering exceptional customer service to Sourcewell members. Our comprehensive customer service program ensures that members have access to the full range of expertise and support from our dedicated team.</p> <p>Sourcewell members can rely on various departments within Atlas to address their needs. Our sales department is available to assist with product inquiries, provide guidance on selecting the right structure, and offer pricing information. The shipping department handles logistics and ensures efficient delivery of orders. For technical support, our team is readily available to address any questions or concerns that may arise during the ordering, installation, or maintenance process. The accounting department is responsible for handling any billing or financial inquiries, ensuring transparency and accuracy in all financial transactions. Members of the engineering department are also available if the member has local code or engineering related questions.</p> <p style="text-align: right;">Atlas takes</p> <p>pride in our prompt response time. We are committed to addressing member inquiries and concerns the same day they are received. This commitment reflects our dedication to providing exceptional customer support and ensuring that Sourcewell members receive timely assistance throughout their engagement with us.</p> <p>Furthermore, our customer service program includes incentives and goals that motivate our providers to meet and exceed our service commitments. We regularly review and assess our customer service processes to identify areas for improvement and enhance the overall customer experience.</p>	*
60	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Atlas has the resources and ability to deliver our products and services to the contiguous 48 states. Over the past 37 years, Atlas has sold, shipped, and serviced greenhouse projects in all 50 states.	*
61	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Atlas will not service the Canadian entities at this time.	*
62	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes. Atlas currently sells and services non-profit entities and looks forward to continuing our support of this market.	
63	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Atlas will not service Canada in any capacity at this time. We will offer full service to any of the contiguous 48 states. For any territories or states of the United States outside of the contiguous 48 states, Atlas will offer a materials only service with no installation available. Freight rates to any of these states or territories will be calculated and agreed upon by the Sourcewell member before the order is processed.	*
64	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Atlas will support all Sourcewell participating entity sectors in the United States.	*

65	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipments to Hawaii, Alaska, or other US territories outside of the contiguous US would have to be calculated on a per case basis. Atlas will notify Sourcewell members of the freight charges prior to processing order. This will ensure all involved parties can agree upon the freight charges that would be incurred.	*
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Table 12: Marketing Plan

Line Item	Question	Response *
66	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Prior to thinking about Sourcewell as a partner, Atlas had decided to commit significant resources to build our educational market share. Working through Sourcewell would complement our already aggressive marketing approach to achieving this growth. Specifically, as it pertains to Sourcewell, Atlas has developed a comprehensive marketing strategy to promote the contract opportunity with Sourcewell and effectively communicate the benefits to Sourcewell members. Our marketing efforts will ensure maximum visibility and engagement with the target audience. Here are the key elements of our marketing strategy:</p> <ol style="list-style-type: none"> 1. Incorporating Sourcewell Logo: We will prominently display the Sourcewell logo on our website, in all catalogs and brochures, industry publication ads, and trade show banners. This will enhance brand recognition and establish a strong association between Atlas and Sourcewell. 2. Specialized Brochure: We will create a dedicated brochure specifically designed to highlight the new Sourcewell-Atlas relationship and the advantages it offers to Sourcewell members. This brochure will provide detailed information on the benefits, features, and cost savings associated with choosing Atlas through Sourcewell. 3. Email and Print Ads: We will regularly distribute email and print copy ads to Sourcewell members, keeping them informed about relevant updates, current events, and recent projects. These advertisements will emphasize the unique advantages and opportunities available by partnering with Atlas through Sourcewell. 4. Direct Marketing Campaign: To specifically target Sourcewell members, particularly those in the educational sector, we will implement a comprehensive direct marketing campaign. This campaign will utilize email marketing, direct mail, and personalized outreach to engage members, provide customized information, and address any specific requirements or inquiries they may have. 5. Trade Shows and Events: Atlas will actively participate in relevant trade shows, conferences, and industry events where we will showcase our products and services to Sourcewell members. These events provide valuable networking opportunities and allow us to establish direct connections with potential customers. <p>See attachment A-6 for marketing material example.</p>

67	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Atlas Greenhouse LLC recognizes the importance of technology and digital data in enhancing marketing effectiveness. We leverage various digital tools and strategies to reach our target audience and optimize our marketing efforts. Here is an overview of our use of technology and digital data:</p> <ol style="list-style-type: none"> 1. Search Engine Marketing (SEM) and Search Engine Optimization (SEO): We employ SEM and SEO techniques to improve our website's visibility in search engine results. This includes keyword optimization, content creation, and website structure enhancements to drive organic traffic and attract potential customers. 2. Pay-Per-Click (PPC) Advertising: We utilize PPC advertising to display targeted ads on search engine result pages and relevant websites. This helps us reach a wider audience and drive qualified traffic to our website, specifically focusing on schools and government entities. 3. Website Enhancements: Our website will feature a dedicated section highlighting the member benefits of Sourcewell, along with a prominent link to the Sourcewell website. This integration allows us to provide valuable information to potential customers and seamlessly connect them with Sourcewell resources. 4. Social Media Presence: We maintain an active presence on various social media platforms, including Facebook, LinkedIn, Twitter, Instagram, and Pinterest. These platforms enable us to engage with our audience, share relevant content, and promote the benefits of partnering with Atlas through Sourcewell. 5. Web Traffic Analytics: We utilize web traffic analytics tools to monitor and measure the performance of our digital marketing campaigns. This data helps us gain insights into user behavior, identify areas for improvement, and make data-driven decisions to optimize our marketing strategies. 6. Marketing Research: We collaborate with external marketing research firms to gather market insights, conduct competitor analysis, and identify trends and opportunities. This helps us stay informed and adapt our marketing approach to align with industry best practices. 7. Digital Advertising and Email Campaigns: We employ digital advertising techniques, such as display ads and sponsored content in industry publications, to reach a targeted audience. Additionally, we use email campaigns to distribute timely and meaningful content to our subscribers, keeping them informed about product updates, industry news, and Sourcewell-related information.
68	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell plays a crucial role in promoting contracts arising from this RFP by providing a platform for connecting its members with reputable vendors like Atlas Greenhouse LLC. Sourcewell's website serves as a valuable resource where potential members/customers can explore and discover companies like ours through our logo, company bio, and link to our website. This exposure helps drive traffic and awareness, creating opportunities for us to engage with Sourcewell members.</p> <p>In integrating a Sourcewell-awarded contract into our sales process, we ensure a seamless transition. Our existing quoting and sales process can easily accommodate Sourcewell-generated leads and sales. By leveraging our ERP system, we can effectively track and manage these specific opportunities, providing the necessary attention and support to Sourcewell members throughout the entire sales cycle.</p> <p>While we value the partnership with Sourcewell and the exposure it provides, we understand that it is our responsibility to actively market our products and services to Sourcewell members. We will work closely with Sourcewell to identify opportunities and develop tailored marketing initiatives that resonate with their members, particularly those in the government and education sectors, including K-12 schools, higher learning institutions, and research facilities like the USDA. Our goal is to effectively communicate the value and benefits of our greenhouse solutions, ensuring that Sourcewell members are aware of the advantages of partnering with Atlas Greenhouse LLC.</p>
69	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>No, our products and services are not available through an e-procurement ordering process. Due to the nature of our structures and the various options and variables involved, we believe it is essential to have direct communication with the customer. This allows us to have in-depth discussions, understand the specific needs and requirements of the customer, and ensure that all variables and options are thoroughly explored and understood. Our goal is to provide personalized service and tailor our solutions to meet the unique needs of each customer. Therefore, we prefer to engage in direct conversations with customers to ensure that expectations are met, and the purchase is finalized to their satisfaction.</p>

Table 13: Value-Added Attributes

Line Item	Question	Response *
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70	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Atlas provides comprehensive support for all its products, including equipment, maintenance, and operator training programs. The following details the offerings and associated information:</p> <ol style="list-style-type: none"> 1. Technical Support: In-house technical support is available to assist customers throughout the entire process, from the initial design stage to project completion. Customers can rely on the expertise of Atlas's technical support team to address any questions or concerns they may have. 2. Assembly Manuals and Detailed Drawings: With every structure, Atlas provides assembly manuals and detailed drawings that guide customers through the installation process. These resources ensure that customers have the necessary information to assemble and set up their structures correctly. 3. Environmental Climate Control Equipment and Controls: For projects involving environmental climate control equipment and controls, on-site training and commissioning are available at an additional cost. This training is highly recommended to ensure proper operation and maintenance of the equipment. The on-site training helps customers understand the system and its controls, maximizing its effectiveness. <p>It's important to note that the standard technical support, assembly manuals, and detailed drawings are included with the purchase of Atlas products. However, on-site training and commissioning for environmental climate control equipment come at an additional cost. The specific costs associated with training and commissioning can be discussed with the Atlas team based on the project requirements and scope.</p>	*
71	Describe any technological advances that your proposed products or services offer.	Our advanced controlled environment structures are equipped with cutting-edge control systems that provide precise regulation of cooling, heating, humidity, lighting, CO2 levels, irrigation, and fertigation. These systems incorporate wireless technology, enabling remote monitoring and adjustment. Additionally, our structures utilize innovative coverings that provide optimal performance and protection.	*
72	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) values that relate to your company or to your products or services, and include a list of the certifying agency for each.	Atlas has been a longtime supporter and promoter of sustainable crop production and controlled environment agriculture as a means of greatly increasing the efficiencies of food production while reducing use of pesticides, reducing or elimination runoff of pesticides and fertilizers into our waterways, and reducing erosion caused by traditional farming techniques. Reduced shipping costs and reduced need for petroleum powered equipment means lower overall greenhouse gas emissions and smaller carbon footprint.	*
73	Discuss your proposed product line in terms of sustainability and recycling.	The frame components, including nuts, bolts, and hardware of our fabric covered structures are 100% recyclable.	
74	Identify any third-party issued eco-labels, ratings, ESG scores, or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Atlas has not received any third party issued eco-labels, ratings, ESG scores, or certifications.	*
75	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Atlas does not hold certifications for WMBE, SBE, or as a veteran owned business.	*

76	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>For over 30 years Atlas has served the educational market, from small rural school districts to major universities with fabric and rigid plastic covered structures. We believe the smaller rural and likely budget tight districts may be underserved by Sourcewell's current vendor partners. Atlas provides these members with cost-effective, size appropriate, simple structures that may be more in line with the needs of smaller customers. Over the past 15 years, Atlas has sold more than 400 educational greenhouses to K12 customers and provided greenhouses and refurbishing services to over 57 higher education customers. Atlas helps these members through the entire process of needs definition, design, system choice, fabrication, permitting, installation, and commissioning. We take a holistic approach to solving the needs of Sourcewell's educational members across our product line.</p> <p>By combining lower costs, ease of construction, short lead times, and application-specific designs, Atlas ensures that Sourcewell members receive exceptional value and tailored solutions for their fabric-covered building and greenhouse needs.</p> <p>Our entire process of needs definition, design, system choice, fabrication, permitting, installation, and commissioning ensures successful project resulting in a structure that meets or exceeds the customers' expectations.</p> <p>In the traditional fabric-covered building space, Atlas offers Sourcewell members a cost-effective easy-to-build solution with shorter lead times. This option is ideal for less demanding applications, providing a practical and efficient choice. In the greenhouse segment, Atlas specializes in providing Sourcewell members with application-specific greenhouses designed specifically for K-12 schools and trade schools. For institutional customers, Atlas excels in offering a broad range of custom greenhouse applications that meet the specific requirements of the customer.</p> <p>Atlas stands out among competitors in the industry by offering several unique attributes and advantages to Sourcewell members. Firstly, our company has a longstanding reputation for industry-leading lead times, ensuring prompt delivery of orders.</p> <p>With 37 years of experience, we have also established a reputation for delivering premium products that are built to last. One distinctive aspect of our products is the use of high-quality steel tubing that is exclusively sourced from within the United States. By avoiding foreign imported steel, we ensure the premium quality and durability of our structures, providing long-lasting, consistent quality and resistance to corrosion over many years.</p> <p>Moreover, Atlas offers a considerable price advantage over competitors in the educational and research industries. We understand the budgetary constraints faced by institutions, and our cost-effective solutions allow Sourcewell members to maximize their investment without compromising on quality.</p>
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Table 14A: Warranty

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

Line Item	Question	Response *
77	Do your warranties cover all products, parts, and labor?	Yes, the warranties set forth cover all products, parts, and labor provided by Atlas. Atlas offers a 10-year limited warranty on the frames we manufacture. All other products and services are covered under our 1-year limited warranty. Complete copy of warranty is found in upload section as attachment A7.
78	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The applicable restrictions are included in our warranty documentation that is provided. Please see attached document A-7.
79	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	If the installation service is purchased, the workmanship is typically covered by a warranty to include parts and travel expense will be Atlas. Equipment supplied, but not manufactured by Atlas is covered by equipment manufacturer's warranty policy. Atlas also offers in-house technical support that is available to any Sourcewell member at no charge.
80	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The Atlas technical support department will be available in an over the phone capacity to any Sourcewell member. On site warranty repairs will be available to any Sourcewell member located in the contiguous United States. This service would not be available to Canadian locations.
81	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All products provided by Atlas will be covered under our warranty policy and claims can be filed with Atlas for replacement of these parts. Please see attached documentation. Certain products will have a warranty that bypasses our warranty and provides a longer lifespan of warranty that is provided directly from the manufacturer of those products.
82	What are your proposed exchange and return programs and policies?	Atlas will work directly with Sourcewell members on a case- by-case basis. Structures manufactured by Atlas are generally custom in nature and cannot be returned. However, any auxiliary items such as doors, fans, or heaters could be potentially returned or exchanged at the request of the Sourcewell member.
83	Describe any service contract options for the items included in your proposal.	Atlas does not currently offer service contracts for our products. If it is determined that service contracts are important to the majority of Sourcewell members purchasing our products, we would consider establishing a program.

Table 14B: Performance Standards or Guarantees

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

Line Item	Question	Response *
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84	Describe any performance standards or guarantees that apply to your services.	<p>Atlas follows a comprehensive design and engineering process at the project level to ensure the successful execution of each structure.</p> <ol style="list-style-type: none"> 1. Project Requirements Verification: Atlas collaborates closely with Sourcewell members to gather and verify all project requirements. This includes identifying specific code requirements, such as wind ratings, snow loads, and the risk category of the structure. The applicable building code, such as IBC 2015 or 2018, is also determined. 2. Computer Simulated Modeling: Atlas's engineering department utilizes advanced software, such as the RISA 3D program, to create computer simulated models for each individual project. These models provide a detailed analysis of the structural components and their performance under various conditions. 3. Preliminary Drawings: The Atlas drafting department creates preliminary drawings based on the computer simulated models. These drawings serve as a visual representation of the structure and its key design elements. Sourcewell members can review and provide feedback on the preliminary drawings to ensure their satisfaction. 4. Third-Party Engineering Review: To ensure compliance with local building regulations and engineering standards, the final models and drawings are submitted to a licensed third-party engineering firm. This firm conducts a thorough review of the structural and foundation design, if applicable. Once the review is complete, the drawings are stamped/sealed, indicating their compliance and approval. 5. Production and Delivery: The final stamped/sealed drawings serve as the basis for Atlas's production team. They use these drawings to fabricate the structure according to the approved design. The completed order, including all necessary components, is then delivered to the Sourcewell member. <p>By following this detailed design and engineering process, Atlas ensures that each project meets the required standards, complies with local codes, and is tailored to the specific needs of Sourcewell members. The involvement of third-party engineering firms adds an extra layer of expertise and quality assurance to the final product.</p>
85	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	<p>The Atlas warranty policy covers not only materials but installation as well if requested during the ordering process. We not only cover the warranty of material goods but also guarantee that the workmanship is covered under the warranty to provide a bode of confidence to our customers.</p>
86	Describe the methods or techniques that impact the durability or longevity of your product.	<p>Atlas structures are designed with durability and longevity in mind, incorporating several methods and techniques to ensure their robustness.</p> <ol style="list-style-type: none"> 1. Materials: Our structures utilize high-quality materials, including galvanized steel for the frame. Galvanized steel offers excellent corrosion resistance, protecting the structure from rust and deterioration over time. This choice of material enhances the overall durability and longevity of the structure. 2. Coverings: The coverings used in Atlas structures are made from premium-grade materials that are specifically engineered for strength, durability, and weather resistance. These coverings are designed to withstand harsh environmental conditions, including UV rays, extreme temperatures, and heavy wind or snow loads. By using top-quality coverings, we ensure that our structures maintain their integrity and performance over an extended period. 3. Doors and Windows: Atlas structures are equipped with high-quality doors and windows that are designed for durability and longevity. These components are carefully selected to withstand frequent use, provide excellent insulation, and maintain their functionality even in demanding environments. The focus on quality doors and windows contributes to the overall durability and performance of the structure. 4. Engineering and Design: Each Atlas structure undergoes a thorough engineering and design process to ensure its suitability for the intended application and climatic conditions. Our engineering team considers factors such as wind and snow loads, local building codes, and environmental considerations to optimize the structure's durability and longevity. By tailoring the design to specific requirements, we can deliver structures that are built to last.
87	Describe your quality control and assurance process.	<p>The structures that Atlas provides are constantly monitored during the manufacturing process to ensure all items/components are held to the highest standard. We also have internal procedures to verify that any and all components being provided with an order are of premier quality for the end use of the product.</p>

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

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

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Document A2- Sourcewell Pricing .xlsm - Monday July 10, 2023 11:20:04
 - [Financial Strength and Stability](#) - Document A5 Financials-Final.pdf - Tuesday July 11, 2023 13:13:47
 - [Marketing Plan/Samples](#) - Document A6 Marketing Updated.pdf - Friday July 07, 2023 09:15:07
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Document A7-Warranty.pdf - Monday July 10, 2023 07:54:28
 - [Standard Transaction Document Samples](#) - Document A3-StandardTransactionDocument.pdf - Monday July 10, 2023 09:33:40
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Document A8 Sourcewell CaseStudies Complete.pdf - Wednesday July 12, 2023 08:58:24

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Bill Mathis, Sales Manager, ATLAS GREENHOUSE, LLC

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

Yes No

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

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

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