

**Solicitation Number: RFP #071223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Yeadon Fabric Domes LLC, 575 SE 9<sup>th</sup> Street, Suite 20, Minneapolis, MN 55414 (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 Sourcwell 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 Sourcwell 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

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.

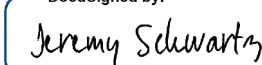
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

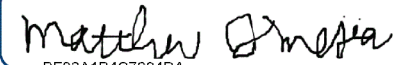
## **22. CANCELLATION**

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

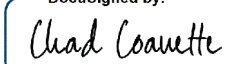
Sourcewell

Yeadon Fabric Domes LLC

DocuSigned by:  
  
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 8/14/2023 | 2:18 PM CDT

DocuSigned by:  
  
 By: BF93A1B4C7684DA...  
 Matthew Mejia  
 Title: CEO  
 Date: 8/14/2023 | 12:01 PM MST

Approved:

DocuSigned by:  
  
 By: 48BAF71B0894454...  
 Chad Coquette  
 Title: Executive Director/CEO  
 Date: 8/14/2023 | 3:21 PM CDT

# RFP 071223 - Fabric Structures with Related Materials and Services

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## Vendor Details

Company Name: Yeadon Fabric Domes LLC  
Does your company conduct business under any other name? If yes, please state: Yeadon Domes  
Address: 575 SE 9th Street  
Suite 20  
Minneapolis, MN 55414  
Contact: Michael Moore  
Email: mmoore@yeadondomes.com  
Phone: 612-219-8415  
Fax: 651-633-2019  
HST#: 204966829

## Submission Details

Created On: Tuesday July 11, 2023 11:57:15  
Submitted On: Wednesday July 12, 2023 15:03:43  
Submitted By: Michael Moore  
Email: mmoore@yeadondomes.com  
Transaction #: 7c6a8ac7-baed-46b8-bbc6-7adfce4648c3  
Submitter's IP Address: 73.62.248.27

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## 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):<br>(In the event of award, will execute the resulting contract as "Supplier")   | Yeadon Fabric Domes LLC   |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | N/A   |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | N/A   |
| 4         | Provide your CAGE code or Unique Entity Identifier (SAM):  | ZK4XBMLFUEA6  |
| 5         | Proposer Physical Address:   | 575 SE 9th Street,<br>Suite 20<br>Minneapolis, MN 55414   |
| 6         | Proposer website address (or addresses):   | www.yeadondomes.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): | Matthew Mejia,<br>CEO,<br>575 SE 9th Street, Suite 20 Minneapolis, MN 55414,<br>mattm@yeadondomes.com,<br>651-775-5035          |
| 8         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Michael Moore,<br>Vice President of Sales,<br>575 SE 9th Street, Suite 20, MN 55414,<br>mmoore@yeadondomes.com,<br>612-219-8415 |
| 9         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | N/A   |

**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>Yeadon is singularly focused on providing Air-Supported Domes. We custom-design, manufacture, install and service our domes. The specific product components and services we offer are as follows:</p> <p>Membrane and Insulation (provided by Yeadon) – US-made architectural fabric panels are welded together making the outer and inner layers of the dome. Insulation can be installed between the inner and outer layers to improve energy efficiency.</p> <p>Anchoring (Cables and embeds provided by Yeadon, Cement Grade-Beam by others) – The dome is anchored to a cement foundation called the grade-beam. Yeadon's unique rope-edge design secures into a channel and cables run over the top of the dome and anchor to the grade beam.</p> <p>Inflation and Mechanicals (provided by Yeadon) – By partnering with a few select providers of mechanicals systems, Yeadon is not limited by one system and one way of doing things. We evaluate each dome to design right-sized systems that focus on safety, energy efficiency, and ease of use. The system integrates inflation fans, heating, air-conditioning, back-up systems, sensors and controls. Other features including dehumidification, filtration and UV treatments are also available.</p> <p>Lights (provided by Yeadon) – All LED lights are not the same and Yeadon has chosen a light partner that delivers the quality and longevity we expect. With round lights hung from a single cable, our lights do not require time-consuming leveling. Yeadon is one of the few companies that pre-wire our domes in the factory saving significant time and cost on the job site. Optional Bluetooth Mesh Controls are also available and provide remote access through a mobile application (Smart Phone, Tablet) controls platform. Controls include options for High End Trim, used to reduce maximum output and lower power consumption, Scheduling - Automatic on, off, Zoning - i.e. half, every other, individual, multiple, etc., Dimming. – 80%, 50%, etc.</p> <p>Doors (provided by Yeadon) – Custom-designed revolving doors and air-locks provide entry points that don't compromise the air-pressure. Even the emergency exit doors are designed to allow for controlled opening and closing under pressure. A variety of larger vehicle air-locks provide for larger equipment and even semi-trailers to access the dome.</p> <p>Miscellaneous Options – Yeadon offers interior netting, curtains, batting cages, interior and exterior signage.</p> <p>Services:</p> <p>Consultation and Planning – Yeadon has installed more domes across the United States than any other provider and with this experience we provide fact-based consultation on dome concepts, seasonal or year-round dome options, maximizing rental revenue, operational estimates and much more. When it comes time for permit and approval meetings with city planners, the Yeadon team works alongside our customers to speed up this process and steer the best possible outcome.</p> <p>Design and Drawings – Yeadon designers will provide concept drawings, photo-metric layouts, and ultimately construction and submittal drawings for the dome and dome components. We are skilled at working alongside architects and with other contractors to ensure the entire dome site is designed for success.</p> <p>Installation – The Yeadon service team provides a wide spectrum of installation services tailored to the needs of each customer. From economical supervision to complete coordination of delivery, labor and equipment, Yeadon will integrate with the customer's General Contractor to ensure a great project. Yeadon's scope of work on a site does not extend beyond the dome and the Yeadon team will work under permits by others.</p> <p>Put-up, Take-down and Service – A Yeadon Dome will last 20 years or more and we build our domes and our relationships to last. We provide put-up and take-down services for seasonal domes as well as inspection, maintenance and repair services.</p> |
| 11 | What levels of service (material only, turnkey, other) are being proposed?                           | <p>Yeadon provides Material, Turnkey or any combination that best fits the needs of the client. Many of our clients already have some resources they would like to utilize to help reduce projects costs. We work with each client to prepare the best solutions based on their needs.</p>  |
| 12 | Does the response include installation services?   | <p>Yes, Yeadon offers a full line of installation services, typically divided into three (3) categories, Supervision, Labor and Equipment, related to the deliverables that we manufacture and provide.</p>   |

|    |  |  |   |
|----|--|--|---|
| 13 | If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.                     | Supervision, Labor and Equipment are provided as a separate line item on each of our proposals. Service and installation mobilizations reflect the specific costs and market factors for every job and job site - including items like travel, lodging, labor, and equipment rentals. With each project being custom, each proposal reflects a project specific proposal defining the relevant costs.  |   |
| 14 | How does the Participating Entity select an installer?   | Yeadon provides in-house Installation/ Field Technicians which are Direct Employees.   |   |
| 15 | How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?                 | Yeadon maintains a Service department overseen by our VP of Operations. This team includes a Service Manager, Service Coordinator, 4 Lead Field Technicians, 3-7 Field Technicians (this position expands as contracts in response to the seasonal nature of our business). While Yeadon often works under others permits, when needed we will procure licenses and registrations as necessary to complete each project. These requirements vary from state to state. Yeadon will, when required, provide stamped submittal drawings or certified letter as required by the state and local codes. | * |
| 16 | Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response. | Yes, our standard agreement are defined by a Proposal, Master Service Agreement (MSA) and a Statement of Work (SOW). The project's inclusions and exclusions are detailed and agreed upon with the client prior to proceeding.<br><br>Please see uploaded documents for Example Agreements.  | * |

### 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<br><input checked="" type="radio"/> No | N/A  | * |
| 18        | Rigid framed fabric structures | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | 2-3% of our Business. Yeadon has existing structures that are aging and can replace the membrane only, i.e. no metal frame, proposals for these sites. | * |
| 19        | Membrane structures            | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | N/A  | * |
| 20        | Air-supported structures       | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | We have been designing and installing air-supported structures for over 40+ years  | * |

### Table 3: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: *  | Comments   |
|-----------|---|--|
| 21        | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | We believe the simplification of a Sourcwell purchase will save the client time and money. The Sourcwell process will be presented as our preferred process and will be shown to customers as a discounted option. The pricing will be calculated as a 5% discount off of our typical product pricing. Please note that typical pricing, especially in bid environments, does not allow for multiple stages of discounting, but requires us to present one number, as a result our typical pricing is a real reflection of final market pricing. |



**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 Sourcwell 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 Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                                | <p>Every air-dome facility is custom and different just like every building is different. Pricing is project specific and is the result of final design, feature and option selections, and any unique scope-of-work and contract requirements. The closest approximation we have to list-price is pricing that maintains our target operating margin. To arrive at a pricing and discount program for Sourcwell, we reviewed and analyzed the previous two years of quoting and sales activity and created a Price Per Square Foot pricing list. This pricing is based on identified assumptions and represents a 5% discount off our standard product pricing.</p> <p>We feel this greatly simplifies what otherwise would be a complicated schedule of features and options pricing. In addition, we are presenting our component price list also discounted 5% for the Sourcwell program.</p> <p>Supporting documents attached.</p> |
| 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 Services will be priced based on Supervision, Labor and Equipment needed for the duration required to successfully complete the scope of work. All pricing will be provided up front and listed as a lump sum including the Number Field Technicians Hours, Day Labors Hours and the Type and Style of Equipment needed. Should Union or Prevailing wages be required, additional costs based on the local union shop and/or rates will be added and identified.   |
| 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.  | 5% Discount of MSRP for all products and components.  |
| 25        | Describe any quantity or volume discounts or rebate programs that you offer.  | This does not directly apply. Yet as a dome gets larger, the cost per square foot decreases.  |
| 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.  | Our Installations and Service contracts vary greatly due to geography, market conditions for labor and equipment, project contract requirements, project-specific scope-of-work and timelines. In Yeadon proposals, installation and service is always presented as a line-item separate from the base-bid of the design/engineering and material components. For Sourcwell we will create standard installation and service quotes for every job and then line item a 5% discount.   |
| 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>Taxes and tariffs are not included<br/>Permits are by others<br/>Electrical and gas connections are by others<br/>AC piping and specialties by others<br/>Concrete and ground-work by others<br/>Turf/Court and interior play surfaces by others</p> <p>Supporting document "Yeadon Project Responsibility Matrix" attached.</p>   |
| 28        | If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.   | Pricing assumptions include freight to the contiguous United States and Canada. Taxes, tariffs and customs charges are not included.  |
| 29        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Pricing for freight to non-contiguous United States, Canada, or overseas is included to an agreed upon point or port in the contiguous United States. Additional logistics and costs are arranged and the responsibility of the client or others/broker. Taxes, tariffs and customs charges are not included unless otherwise agreed upon.  |
| 30        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | N/A   |

**Table 5: Payment Terms and Financing Options**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 31        | Describe your payment terms and accepted payment methods.  | Yeadon Standard terms are called out on every proposal and contract unless other terms are negotiated. The terms are:<br>50% down upon contract<br>30% upon commencement of fabrication<br>15% upon prior to shipment<br>5% hold-back due 30 days after substantial completion or first use whichever comes first. |
| 32        | Describe any leasing or financing options available for use by educational or governmental entities.   | As a current member, our Supplier Development Administrator introduced us to another supplier, NCL Government Capital, to partner with for long-term leasing options. As potential projects develop we have and will continue to explore using them as a possible financing solution for the correct customers.    |
| 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. | The typical agreement documents used are comprised of a Proposal, a Master Service Agreement (MSA) and a Statement of Work (SOW).  |
| 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?  | Yes we do accept P-Card without cost to Sourcwell. Due to the large expense of an Air-Dome purchase, standard Contracts, or P.O. processes are typically preferred or mandated by customer processes.  |

**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 Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. | We have been in business for over 40+ years and have successfully won and completed many projects for government, education and non-profit organizations. We understand this market and have a detailed quote process that allows us to understand the cost of each component and price competitively. We use project accounting to track revenue and expenses on a monthly basis. Since the nature of our business is relatively low-volume and high cost it would not be difficult for our back office to keep track of Sourcwell awarded contracts and remit the proper administrative fee accurately and timely to Sourcwell.   |
| 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.  | The nature of our business is relatively low-volume and high cost. Projects typically range from \$500,000 to \$3,000,000. As a result of the lower volume of quote activity and won projects, tracking metrics for Sourcwell will be a very reasonable and simple matter. We will id each quote number with a Sourcwell marker in the document such as Y19SWM0078, where the "SW" will indicate a Sourcwell quote. Similarly, we will add a marker on all key documents related to a won project such as the Job number, contract and invoices. The Sales and Marketing department will be tracking all Sourcwell quotes and win/loss ratios compared to non Sourcwell quotes. This will be a primary success metric. In addition, we will evaluate won Sourcwell projects in terms of the time and expense to close compared to non Sourcwell projects. We see no concerns in providing complete and accurate quarterly reporting to Sourcwell. |
| 37        | Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)   | Yeadon proposes a 2% administrative fee of the total contract amount. Payment will be made to Sourcwell after final payment is received by Yeadon.  |

**Table 7: Company Information and Financial Strength**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 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.   | Yeadon has been designing and installing air-supported structures for over 40+ years. Many of our innovations have become the basis for building codes and industry standards. We are focused on helping our customers put turf fields, tennis courts, pools and large play spaces under a dome. It's about more play space and making practices, games, tournaments, schedules, and rental-revenue weather-proof. We have learned it doesn't make sense to provide the least expensive dome, there's simply too much at stake to cut-corners. Our company values are Urgency, Relationships, Respect, Creating Opportunity, Working hard to play hard.  |
| 39        | What are your company's expectations in the event of an award?   | Yeadon is looking to renew the current contract in an effort to provide the Sourcewell experience to our clients saving them time and money. As a provider Yeadon would continue to coordinate with other Sourcewell vendors like Field Turf, Astro Turf, Johnson Controls and Musco to bring our customers construction packages consolidated to the convenience of the Sourcewell process. We know Sourcewell provides an alternative to time-consuming and costly public bid processes. We also would expect that by using a Sourcewell contract our customers will not be forced to take the cheapest product on bid, but instead we can all focus on the best value and long-term relationships. We would expect 3-5 Sourcewell projects a year ranging between \$500,000 and \$2,000,000 each. |
| 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.   | Yeadon Fabric Domes, LLC. is a small, privately-held company. We conduct our business worldwide. Our strategic focus is North America and the Middle East. Yeadon's main offices and manufacturing facilities are in Minneapolis MN. We have a design office in Guelph Ontario and offices in China and Dubai. We do not share our financials, but as evidence of financial strength we are attaching documents that demonstrate recent projects, and an example of recent bond documents.   |
| 41        | What is your US market share for the solutions that you are proposing?   | We estimate our current annual U.S. market share at 40%  |
| 42        | What is your Canadian market share for the solutions that you are proposing?   | We estimate our current annual Canadian market share at 8%   |
| 43        | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.   | N/A  |
| 44        | 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.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Yeadon is best described as a designer, manufacturer and direct seller and servicer of air-supported fabric structures. Question B best applies to Yeadon. Our sales and service teams are all direct Yeadon employees.  |
| 45        | 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.  | Yeadon has, and procures, licenses and registrations as necessary to complete each project. These requirements vary from state to state. Yeadon will, when required, provide stamped submittal drawings as required by the state and local codes.  |
| 46        | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.   | N/A  |

**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   | N/A        | * |
| 48        | What percentage of your sales are to the governmental sector in the past three years   | 30%        | * |
| 49        | What percentage of your sales are to the education sector in the past three years  | 40%        | * |
| 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?          | N/A        | * |
| 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? | N/A        | * |

**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 * |   |
|--------------------------|---------------|--------------------|--|------------------------|----------------------------------|---|
| Misericordia University  | Education     | Pennsylvania - PA  | Multisport Dome, Year-round<br>Size: 370' x 170' x 55' tall  | \$1,306,711.00         | \$1,306,711.00                   | * |
| City of Mandan Tennis    | Government    | North Dakota - ND  | Tennis/Pickleball Dome, Year-round<br>Size: 260' x 160' x 53' tall   | \$798,936.00           | \$798,936.00                     | * |
| University of Montana    | Education     | Montana - MT       | Football/Track/Multisport Dome,<br>Seasonal w/ option to convert to<br>Year-round<br>Size: 485' x 217' x 66' | \$1,851,280.00         | \$1,851,280.00                   | * |
| City of Sioux Center, IA | Government    | Iowa - IA          | Multisport Dome, Year-round<br>Size: 470' x 251' x 75' tall  | \$1,979,000.00         | \$1,979,000.00                   | * |
| The Sanneh Foundation    | Non-Profit    | Minnesota - MN     | Multisport Dome, Seasonal<br>Size: 476' x 256' x 75' tall  | \$1,398,000.00         | \$1,398,000.00                   | * |

**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 * |   |
|--|-----------------|----------------|---|
| University of Minnesota – Mankato,<br>Mankato, MN<br>Multisport – Turf   | Joe Montag      | 507-381-9835   | * |
| St. Croix Valley Sports Complex - Stillwater,<br>MN<br>Multisport – Turf | Doug Brady      | 651-430-2601   | * |
| Sanneh Foundation – St Paul, MN<br>Multisport – Turf                     | Brandon Griffin | 501-672-3280   | * |

**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>Direct Sales Team of 3 located in Minneapolis MN. Matt Mejia, Steve Flanagan, and Michael Moore.</p> <p>We routinely travel the US and Canada and will typically schedule travel within 3-5 days upon the request of the customer or discovery of an opportunity. The team spends approximately 60% of time in the field meeting customers and project teams in person. To serve our customers at the highest level we focus on providing responsive, detailed, consultative inputs and routinely support our customers through city approval and permitting processes.</p>  |
| 55        | Service force.  | <p>Yeadon maintains a Service department overseen by our VP of Operations. This team includes a Service Manager, Service Coordinator, 4 Lead Field Technicians, 3-7 Field Technicians (this position expands as contracts in response to the seasonal nature of our business).</p> <p>Yeadon also maintains a Project Management Department overseen by our CEO. This department consist of 3 project managers and serves as the primary point of contact for projects during manufacturing and installation.</p>   |
| 56        | Dealer network or other distribution methods.   | N/A   |
| 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>The duration of our projects is typically 6-8 months, including Design, Manufacturing, Installation, Fulfillment, Customer Service and Continued Support. All aspects of this process are self preformed using direct Yeadon Employees. Please see the following overview of each step:</p> <p>Design Process Overview – During this design process, a dedicated Yeadon Representative will provide consultation and coordinate input from additional team members to provide concept drawings, engineering input, value-engineering ideas, energy-efficiency data, code compliance, and more. This process will guide the customer through final design and contract. The appropriate Yeadon team members will be available to and attend design meetings as required. Navigating National and local codes and permit processes for an Air Structure is typically a new venture for most city planners and Fire Marshals, and overly strict, or misinterpretation of the codes can introduce significant challenges to costs and timing. Yeadon excels in consulting with customers and city officials in pre-meetings though to approvals to ensure a successful project. Once final design is submitted and approved, Yeadon it then released to Manufacture.</p> <p>Manufacturing and Installation – A dedicated Project Manager will be assigned to you for the entire duration of the project and will be available at any time throughout the process by e-mail and a direct phone number will be provided. The Project Manager will provide all project updates and schedules for your specific projects needs and timelines. Delivery and installation will be arranged and scheduled with the client when the site is ready to accept the air supported structure. During this phase, Matt Mejia, Dave Karsikas and Michael Moore will stay current on all project developments and quickly respond to any changes in design, schedule, scope, etc.</p> <p>Fulfillment, Customer Service and Continued Support - Upon substantial completion of the project Yeadon provides continued support through communication with the Project Manager, a Dedicated Service Department and a 24-Hour Emergency Hotline. These main points of contact will provide you with access to address and operational questions, procedures or service needs for your facility!</p> |
| 58        | Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).   | N/A   |
| 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>Yeadon expectations across our sales and service teams are: Answer every call, if unable respond to voice, text and email messages within two hours.</p> <p>We endeavor to make our sales and consultation services available and timely to customer needs. This includes but is not limited to immediate budget pricing, site assessments, on-going concept and design drawings, code and permitting support, site revenue and operation estimates, final designs and price.</p> <p>Yeadon maintains a 24-hour emergency hot-line for our customers who may have concerns over dome function and/or weather issues. In the case of damage and repair needs it is typical that Yeadon deploys team-members to our customer sites within 24 hours of an incident.</p>   |
| 60        | Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.   | We are in position to cover all areas of the United States.   |

|    |  |   |   |
|----|--|---|---|
| 61 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | We are in position and willing to cover all areas of Canada.  | * |
| 62 | Does Proposer intend to serve nonprofit agencies if awarded a contract?  | Yes.  |   |
| 63 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | None - We are in position to cover all areas of the United States and Canada.   | * |
| 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? | None - We are in position to provide support to all sectors.  | * |
| 65 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | Yeadon does not add any additional requirements or restrictions for Hawaii, Alaska or the US Territories. Proposals and related costs will be provided per project and site specific. | * |

**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>Because our business is typically part of a larger capital construction project, we see great value in aligning ourselves with other Sourcewell Vendors in sectors that we typically interact with on almost all projects. These include artificial turf providers, lighting providers, Court and netting providers, HVAC providers, and Sound System providers. By promoting these bundles and vendor cooperation, customers will be able to procure the largest components of multi-million-dollar construction projects into a Sourcewell purchase.</p> <p>Yeadon will promote Sourcewell with pride and as our preferred method of purchase for any school or municipality. We will post our Sourcewell affiliation on brochures, catalogs, presentations, Website and all project proposals to the Education and Government sectors.</p> | * |
| 67        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | Yeadon uses CRM to track and understand client needs and timelines. We are active on Facebook, Twitter and utilize LinkedIn network marketing programs to invest in mind-share with the professionals who influence and make purchasing decisions. These groups include Architects, K-12 Administrators and coaches, College and University Administrators, Facility Managers, Athletic Directors and Coaches. Municipal Parks and Recreation Administrators, City Planners and community sports boosters. Additional drone footage, time-lapse postings to YouTube and news letters also contribute to our customer outreach and future pipeline development.   | * |
| 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>We would hope Sourcewell would promote Yeadon as you would any vendor member and continue to help connect us with others that would allow for a larger collaboration of vendors all under a Sourcewell Contract, i.e. GCs, Turf, Lighting, Etc.. Assistance or alerting us of projects in our markets would also be greatly appreciated..</p> <p>A Sourcewell awarded contract will be managed uniquely in our processes with specific quote and proposal numbers so that we can ensure the client sees the a clear discount and value in this project approach.</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.            | N/A  | * |



**Table 13: Value-Added Attributes**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 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>As part of our hand-over process and upon completion of a dome project we provide an operation manual as well as training to the facility managers. A manual for the HVAC systems is also provided as well as cut-sheets for lights, doors and any other specific feature.</p> <p>Continued Training or Employee Turnover: We offer training to customers when new facility managers are hired. Onsite or Virtually</p> <p>Long Term Care: We also offer service packages which include annual inspection visits and training by Yeadon Technicians.</p>   |
| 71        | Describe any technological advances that your proposed products or services offer.   | <p>Insulated membrane options for Year Round Structures that allow utilities savings and reduced operational costs for the owner.</p> <p>High Efficiency Inflation Units using VFDs and Standard In-line Heating and Cooling that conditions the air prior to being introduced into the facility. In addition, the Inflation Unit also come with Remote Access and Automated Controls, including Weather Station, Snow Sensor and Wind Speed Network Integration.</p> <p>LED Disc Lighting with Optional Bluetooth Mesh Controls. allowing remote access and controls via smart phone application.</p>  |
| 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.  | N/A   |
| 73        | Discuss your proposed product line in terms of sustainability and recycling.   | N/A   |
| 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. | N/A   |
| 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.                 | N/A   |
| 76        | 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>A Yeadon dome is expected to last 20 years or more. They are completely unique structures and as a result, Yeadon views each dome and each customer as a significant, long-term investment and relationship.</p> <p>We have learned that the Fabric we use must be from a known, proven and long-standing US company. This is critical for us to be able to provide the highest quality as well as the most responsive lead-times. On the rare occasion when there is a warranty claim, we have total confidence in meeting the 20-year pro-rated warranty with speed and integrity.</p> <p>When it comes to the Inflation, heating and cooling components we have cultivated a few select relationships with partners who are right-sized. Providers who are engaged and responsive to providing and standing behind these custom systems. Each HVAC company has different advantages, and with multiple providers Yeadon is not restricted to one system and one way of doing things. This flexibility shows up in custom designs that maximize energy efficiency and can be designed around unique site features and customer requirements.</p> |



**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, a Yeadon Dome will be covered by our standard warranty, and like any building, individual components will be covered by the warranties of the manufacturers.<br><br>Supporting documents Attached. | * |
| 78        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | N/A   | * |
| 79        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Yes   | * |
| 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? | No our warranty coverage has no Geographic exceptions.  | * |
| 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?  | We will assist our customers in receiving claims made on any of our partner manufactures. Under our standard warranty we will also travel to the site to help assess and validate a claim.              | * |
| 82        | What are your proposed exchange and return programs and policies?   | Yeadon delivers and installs or coordinates installation of all necessary equipment and materials to satisfy a valid claim.   | * |
| 83        | Describe any service contract options for the items included in your proposal.  | Yeadon offers multi-year service plans.<br><br>Supporting document attached.  | * |

**Table 148: 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 *  |
|-----------|---|---|
| 84        | Describe any performance standards or guarantees that apply to your services.                             | Yeadon Domes are designed using 40+ years of engineering innovations. We Design and Engineer to meet and/or exceed industry standards. The following are our design and materials standards:<br>Air Structures Design and Standards Manual ASI-77 and ASCE 55-16, and ASCE 55-22 (most recent editions if recognized).<br>NFPA 701 (Fire and Flame Resistance Tests)<br>International Building Code<br>N.E.C.<br>CAN/ULC S - 109 (Canada)   |
| 85        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.). | Yeadon's provides a Workmanship and Design three (3) year - Manufactures Warranty on quality and free from defects for 3 yrs., If something is incorrect with the fabric or the manufacturing, if these issues are present, they typically show themselves with a year after the initial installation and would be covered by Yeadon.   |
| 86        | Describe the methods or techniques that impact the durability or longevity of your product.               | In addition, Designing and manufacturing to meet and/or exceed industry standards and practice of quality control using strict guidelines and schedules, we have also established relationships with vendors that manufacture in the US that also practice the same values which has proven to be the largest value add for our clients. The Membrane we manufacture uses an Architectural Fabric that has the strongest warranty offered from a US manufacture Pro-rated 20 year. We have worked with them for over 35 years, and they always stand behind their products. One of the best benefits about working with Seaman Corporation is that they have been around for over 75 years, they are US based and we have had their products realize full or even longer than expected life expectancy. |
| 87        | Describe your quality control and assurance process.  | In house Quality Control practices have been developed and in practice, including: Training/ certification to operate specialty equipment, scheduled machine machine maintenance, weld strength testing both at timed and random intervals, and spot checking on overall production work.   |

**Exceptions to Terms, Conditions, or Specifications Form**

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

**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](#) - Table 4.zip - Wednesday July 12, 2023 13:24:09
- [Financial Strength and Stability](#) - Table 7.zip - Wednesday July 12, 2023 13:24:31
- [Marketing Plan/Samples](#) - Table 12.zip - Wednesday July 12, 2023 14:40:55
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Table 14A.zip - Wednesday July 12, 2023 13:24:52
- [Standard Transaction Document Samples](#) - Table 5.zip - Wednesday July 12, 2023 13:25:27
- [Requested Exceptions](#) - Table 15.zip - Wednesday July 12, 2023 13:40:02
- Upload Additional Document (optional)

## 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. - Michael Moore, Vice President of Sales, Yeadon Fabric Domes, 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 |
|---|--|-------|
| <b>Addendum_5_Fabric_Structures_RFP_071223</b><br>Wed June 28 2023 04:33 PM | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum_4_Fabric_Structures_RFP_071223</b><br>Thu June 15 2023 01:37 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_Fabric_Structures_RFP_071223</b><br>Wed June 7 2023 02:00 PM  | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum_2_Fabric_Structures_RFP_071223</b><br>Fri June 2 2023 08:31 AM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_Fabric_Structures_RFP_071223</b><br>Fri May 19 2023 01:14 PM  | <input checked="" type="checkbox"/>                                | 1     |