



Solicitation Number: RFP#091319

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rubb Inc. dba Rubb Building Systems, 1 Rubb Lane, Sanford, ME 04073 (Vendor).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

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

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

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

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

6. MEMBER ORDERING AND PURCHASE ORDERS

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

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

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

24. CANCELLATION

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

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 10/30/2019 | 9:43 PM CDT

Rubb Inc. dba Rubb Building Systems
DocuSigned by:
By: Charles R Auger
6C07B27EBC0E4F5...
Charles Auger
Title: Marketing Manager
Date: 11/6/2019 | 2:17 PM CST

Approved:
DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 10/30/2019 | 3:12 PM CDT

RFP 091319 - Fabric Structures with Related Materials and Services

Vendor Details

Company Name: Rubb Buildings Inc
Does your company conduct business under any other name? If yes, please state: ME
Address: 1 rubb ln
Sanford, Maine 04073
Contact: Chuck Auger
Email: cauger@rubbusa.com
Phone: 207-324-2877
Fax: 207-324-2877
HST#: 010392673

Submission Details

Created On: Friday August 30, 2019 09:43:21
Submitted On: Wednesday September 11, 2019 14:25:38
Submitted By: Chuck Auger
Email: cauger@rubbusa.com
Transaction #: 868d1316-2b01-4e4b-9b9a-c87ccf34c803
Submitter's IP Address: 71.241.209.50

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Rubb, Inc dba Rubb Building Systems
2	Proposer Address:	1 Rubb Ln Sanford, ME 04073
3	Proposer website address:	www.rubbusa.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Charles Auger marketing manager cauger@rubbusa.com 1 Rubb Ln Sanford Me 207-324-2877
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chuck Auger Marketing Manager 1 Rubb Ln Sanford ME cauger@rubbusa.com 207-324-2877 ext306
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	none

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Rubb started making engineered fabric structures in Norway in 1968 and has gone on to become a world leader in the design, manufacture, delivery and erection of fabric building solutions with complete engineering, design and production facilities in the USA, Norway and the UK. Rubb has been in business in the USA since 1983 at our factory/facility in Sanford, Maine</p> <p>Rubb is a trusted leading provider of high quality fabric buildings worldwide. Our goal is to deliver the best building solutions to our customers. We value excellence in engineering and this ethos is echoed in our activities around the world.</p> <p>Rubb is here to support your building project from your first contact with us, through to the design, manufacture and installation of your structure. We can offer custom made solutions or a range of standard buildings to meet your requirements. The Rubb team prides itself on our high levels of customer service long after the sale is complete.</p> <p>We have grown into a globally respected company and it is our mission to provide high quality, safe, strong, practical, innovative and long-lasting building solutions that are engineered to inspire and help your business or organization grow.</p> <p>Our eco friendly, engineered tensile structures offer a number of benefits, which we strive to develop further through ongoing research and improving standards.</p> <p>Our aim is to supply high quality designs, materials and structures that stringently meet and exceed the relevant local engineering and building codes. We are dedicated to ensuring that our structures will help you achieve your goals.</p> <p>We are committed to ongoing improvements by maintaining and promoting Rubb values, constantly building on quality, health and safety standards, environmental responsibility, community support, supplier relationships, working environments and customer service.</p> <p>Rubb Buildings has a worldwide reputation for responsible design and engineering of fabric buildings and structures. Rubb will never compromise on quality and strives to exceed our customers' expectations with integrity, innovation and a passion for doing things right.</p>
8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Rubb will provide high quality, properly engineered fabric tensioned storage and multi-use buildings. Rubb will design, fabricate, deliver and erect these structures. Rubb can and will provide after sale service and maintenance and will even help dismantle our structures. Rubb Buildings are relocateable and can be considered both permanent or temporary. Rubb will offer flexible and customizable sized buildings depending on customer needs. Rubb will also offer common sized standard structures at an additional discounted price. See attached exhibit# 1</p>
9	What are your company's expectations in the event of an award?	<p>Rubb would be prepared and would treat any customer derived from Sourcewell no different than any other customer. 80% of Rubb's business comes from existing customers via expansion or referrals: exceeding customer expectations has always been the company goal.</p>

10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Rubb is a privately held company that has been continually in profitable operations since 1983(inUS). Our yearly sales have ranged from \$5M to current levels +-\$20M. Rubb, as a privately held company prefers not to share financial specifics. Some points of interest:</p> <ol style="list-style-type: none"> 1) Rubb has a 2 million dollar operating credit line and a \$750,000 equipment credit line with TD Bank 2) Our bank has come forward and suggested upping our credit lines on multiple occasions 3) Our bank approves Letters of Credit upon request on any project where it has been a requirement 4) 2 million dollars in bonding pre-approved 5) Always able to purchase additional bonding on all larger projects that required it 6) Strong balance sheet with minimal long-term debt 7) Long-term vendor relationships 8) Repeat customers generate the majority of our revenues each year
11	What is your US market share for the solutions that you are proposing?	<p>Rubb estimates having a 30-40% share of the premium fabric structure market in the US. It is important to note that Rubb has provided fabric structures in the US and Canadian market since 1983. Rubb is well known and considered a leader in the tensioned fabric building market. Rubb has provided multitudes of various sized buildings for the US Military. Rubb considers United, Delta, Southwest along with major governmental contractors such as Raytheon, NASA, Lockheed, L-3 as good customers. Rubb has provided municipal structures throughout the US.</p>
12	What is your Canadian market share, if any?	<p>Rubb has a presence in the Canadian market though less than in the US. Rubb has recently completed hangars for an aviation manufacturer in Quebec along with numerous other projects throughout Canada.</p>
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Rubb is a manufacturer who designs, fabricates, installs and services our buildings. Rubb's sales and service team are all direct employees of the company. We would not have a dealer or agent involved with any Sourcewell contract. Rubb's installation team are all factory trained technicians who professionally install our buildings throughout the world</p>
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Rubb is ISO 9001:2015 certified. (see attached Certificate # US13/82784). Rubb is also approved and accepted by the Miami-Dade building code compliance office which affirms that Rubb buildings are designed to comply with the High Velocity Hurricane Zone of the Florida Building Code. This is a very important certification regarding product quality and safety. Rubb is also certified by the Canadian Welding Bureau(CWB) Rubb has 4 certified PE's on staff.</p>
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	none
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Storage and multi use building solutions. Buildings to provide storage for equipment and materials. Rubb structures can also be used as workshops, sport facilities meeting halls and salt/sand storage sheds. We are also an industry leader in commercial aviation hangars and cargo facilities. See Exhibit #2</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	ISO 9001:2015 certified CWB (Canadian Welding Board certified)
19	What percentage of your sales are to the governmental sector in the past three years	60-70% Mostly storage/cargo for public ports/airports and municipal facilities (salt and equipment storage)
20	What percentage of your sales are to the education sector in the past three years	A small percentage of Rubb business is in the education sector.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	none
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	none

Table 4: References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
Port of Port Arthur TX	Ed Long	409-983-2011
City of Saco Maine	Chris Gallant	207-284 -6641
City of Rockland Maine	Dave St laurent	207-594-0320
Sprague Terminal, Port of Portland , ME	Jim Nelligan	207-590-3331

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Greater Rockford (IL) Airport Authority	Government	Illinois - IL	(2) 300' x 300' aviation hangars	\$12M	0
US Army Corps of Engineers	Government	California - CA	Numerous buildings around globe. Most recent are numerous hangars at Edwards AFB in California	\$5M/year	\$15M
Raytheon Gov't Services	Government	Massachusetts - MA	Numerous projects for US Gov't via Raytheon throughout world, including numerous storage facilities	\$1m/year	\$3M
Arizona Dept of Transportation	Government	Arizona - AZ	5 storage/salt sheds for ADOT	\$1m	0
Rockland Maine	Government	Maine - ME	SAIt storage building for City	\$.5M	.5M

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
25	Sales force.	Rubb has a 7person sales team + support staff
26	Dealer network or other distribution methods.	Rubb's only formal dealer network is for US Military sales.
27	Service force.	Rubb has a full service dept 3+ support staff Installation teams: Rubb has 15 FTE on our install teams. Rubb utilizes sub contractors to assist with various accessory installations such as electrical/HVAC/Door Systems.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The Rubb Service department is a stand alone entity created solely to ensure Rubb customer satisfaction. Though our buildings are virtually maintenance free when accidents or events take place Rubb is always available. Rubb provides a complete 1 year full warranty on our products. This includes all materials, installation and any accessories. Rubb offers three levels of post-sale care and the same would apply for Sourcewell clients: A) Rubb Warranty Service Agreement. Upon entering this agreement Rubb will provide scheduled periodic inspections and minor repairs. Rubb will also provide priority response in case of any urgent repair needs along with discounted materials and service labor costs. This agreement is ideal for "mission critical" situations where the operational integrity and performance of the building is of paramount importance. B) Rubb Responsive Care Service Plan. If there is a need for service a service technician will be scheduled to visit and make any repairs. Costs of the visit will be agreed upon in advance and service is generally provided in a timely basis. C) Preventative care: A Rubb technician will be scheduled to preform a full building report and perform all minor repairs. Further repairs/building improvement options will be provided in the inspection report. 70% of all new business at Rubb is derived from existing customers....truly a testament to Rubb quality and service.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	RubbUSA is able to sell to and service all 50 states, Canada, Central and South America.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are none
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	There are none

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Rubb would generate marketing materials specifically targeted at Sourcewell members. We would hope to distribute these material both electronically and via USPS. Rubb would create a separate webpage for Sourcewell members with FAQ's, commonly used products(by size), and direct contact information.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Rubb Building Systems has a secure CRM system which stores the digital data we collect about all customers, including would-be clients who are members of Sourcewell. This data would only be used/processed within the relevant legal frameworks and with marketing consent. This enhances marketing effectiveness by respecting the clients' marketing preferences, while developing and providing information relevant to their needs, when they need it. Rubb is active on all social media platforms and looks forward to communicating directly with Sourcewell members. Rubb internally manages and controls our Website and all its content. Rubb also self-manages our Social Media channels(Facebook, Twitter, LinkedIn, Youtube, Instagram). Upon being contracted by Sourcewell, Rubb would develop "closed" Social Media channels dedicated to Sourcewell membership and run campaigns based on member requirements and learned preferences. Rubb operates in a "continuous improvement" environment. We use our technology and gather data with the ongoing goal of improving the customer journey. Once contracted by Sourcewell Rubb would set up a system to separately manage all Sourcewell customer/member data.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	A Sourcewell contract will be another valuable tool in our sales kit. After our sales force is fully briefed on the mechanics of Sourcewell, we can begin the process of educating your members and our customers so they understand the benefits of using this contract vehicle. Namely, giving our customers the opportunity to bypass the formal bidding process, shortening the bid cycle time and affording them the opportunity to purchase what they want. We envision a targeted campaign to market our salt and sand storage buildings along with Rubb's multi-purpose storage facilities to municipalities, individual states and educational entities.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Because Rubb structures are somewhat customized and must meet local building codes it is vital that all orders go through the sales team.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Upon installation of a Rubb building we offer a "preventative maintenance and basic repair" training whereby we show the POC how to best maintain and perform basic repairs. This training is free. Of course the Rubb Service dept is always available to answer questions and provide guidance on any issues. Though the training and orientation is included it is important to remember that Rubb buildings are virtually maintenance free.
37	Describe any technological advances that your proposed products or services offer.	Rubb has patented the Thermohall insulation system (see attached) which is the most efficient and effective building insulation system on the market. Essentially Thermohall is an air-tight thermal blanket which envelops the structure thus greatly reducing condensation and air infiltration. This has become a true "game-changer" for Rubb and it's customers. Rubb is also able to incorporate solar energy(via a solar wall constructed on a gable end of our structures) into the mechanical system of our buildings. See attached Exhibit #3
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	See attached above(Exhibit #3) on Rubb's ability to integrate solar heat/energy into our buildings. Rubb strives to ensure that our structures are fully reusable across the sectors we serve. We are also working on achieving 100 per cent recyclability for all materials used. Rubb facilities, temporary or permanent, can be relocated, adapted, expanded or dismantled and stored for future operations to suit changing logistical needs. They can also be sold to new users if no longer required by the existing owners. Rubb's Thermohall insulation system is the most energy efficient insulation process in the fabric building market. Rubb participates and is the North American storage repository for the Taxyloop PVC recycling program. Last year Rubb recycled 15 tons of PVC.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	No industry specific certifications at this time
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Rubb is a Small Business Entity(SBA User ID# P0133541) See attached Exhibit #4
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Rubb has, at its core, dedication to excellence and integrity in engineering. <ul style="list-style-type: none"> • Rubb buildings are code compliant and are continually improving to incorporate sustainability. • Rubb represents a "greener" choice with eco-friendly benefits such as low energy costs, low or no maintenance, re-usability and fully re-cyclable. • A Rubb building is a good long term investment. We represent the best overall cost of ownership value in the market. Rubb buildings are built to last. • Rubb's after sale care is best in class. Over 80% of our business comes from existing customers. • Rubb uses the best products available. From best in class Serge-Ferrari 28oz PVC to hot dip galvanized steel. No substitute for quality • We've been providing building solutions for 35 years in US and nearly 50 years globally.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Yes, Rubb has provided building solutions in Canada for decades

Table 9: Warranty

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

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	Yes, all products, parts and labor.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	See Exhibit # Sample standard warranty. Only restriction are "acts of God" are not covered.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	All regions covered
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes
48	What are your proposed exchange and return programs and policies?	NA
49	Describe any service contract options for the items included in your proposal.	Rubb offers an optional long term extended warranty agreement(Rubb 20/20) which provides 20 years of protective and preventative maintenance at a pro-rated price. With the 20/20 plan customers receive priority service with discount on labor and materials. Details and specifics of the plan are available from the sales team and are job/project specific. The extended warranty is offered to all new product sales.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Our standard terms of payment are: 40% due with order, 50% prior to shipment and 10% due net 30 days with a 1% discount if paid within 10 days
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, leasing and financing options are reviewed on a case by case basis.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<ul style="list-style-type: none"> • Contact with Rubb, quote provided based on desired solution. • All Sourcewell quotes kept in separate file and tracked. Rubb is able to provide specific information regarding inquiries/quotes and quote volume along with sales information. • PO received and "project/job" file started and tracked • Project manager works with customer through delivery. • Site crew erects or advises customer on erection • Building sign off/acceptance/building orientation • Rubb Service provides follow up and remains in contact with customer
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	At this point in time Rubb does not accept P-card.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See Exhibit #
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	See exhibit #
56	Describe any quantity or volume discounts or rebate programs that you offer.	The Sourcwell pricelist offers a 40% discount off listed pricing. Also, this pricing is a "not to exceed" price. Volume sales or other special conditions may be offered with added savings.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Rubb's primary business is to provide quality fabric covered storage facilities. Naturally we are often asked to provide accessories to our buildings such as door systems, lighting and electrical systems and HVAC. Rubb outsources these items to trusted vendors with whom we have long term business relationships. Rubb is very particular about our vendor-partners. For Sourcwell members we will price building accessories at cost + 10%. We will always offer the option for our customers to independently source the building accessories.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are none. Installation is a separate line item on the quote and Rubb will openly explain the labor hours, materials, expenses and equipment rentals necessary to install out buildings. Shipping is also a separate line item.
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	All costs will be included and "line itemed" on the Sourcwell customer quote document. No hidden costs.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Rubb will charge Sourcwell members "cost + 10%" for all Alaska/Hawaii/Canada projects. These costs will be delineated in the price quote. Rubb is always fully transparent with shipping and travel expenses.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None. However Rubb can (at an extra charge) deliver the building in a shipping container if customer prefers to store the building for any extended period of time.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	Upon identifying themselves as Sourcwell members all subsequent information regarding that possible transaction will be entered into CRM system in a Sourcwell sub-section. The Rubb data base will track all Sourcwell sales which we will gladly share with you.
64	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.)	2%

Table 14: Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Rubb has a custom designed internal database that tracks every aspect of every building project.(costs/hours/engineering time/weight et al) Rubb would establish a dedicated sub-category for Sourcewell projects and track all KPI's related to the projects. On the sales/marketing front Rubb will track all contacts/proposals/jobs and internally analyze our success rate with Sourcewell clients.
66	Describe the applications for your product in the government and education verticals.	Rubb is in the business of physically protecting assets. From basic storage sheds to cover sand and salt to more elaborate insulated facilities to protect valuable equipment to ultimately creating indoor activity facilities (covering gyms/pools/courts) protecting students from the elements. Rubb provides effective and reliable asset protection on all levels. Regarding the government "vertical" Rubb buildings cover everything from remediation areas to buildings protecting multi million dollar jet fighters and NASA spacecraft.
67	Describe the methods or techniques that impact the durability or longevity of your product.	All Rubb buildings are designed to code. All steel is "hot dip galvanized" for the best corrosion protection available. This step is expensive yet critical for the longevity of the structure, no substitute for this step should be considered. Rubb utilizes the highest quality fabric PVC on the market. Rubb's reputation in the market place has long been quality products and proper engineering.
68	Describe your design and engineering process at a project level.	Upon receiving an order Rubb's engineering team will design and draw the building strictly following local building codes. (never compromising) Rubb will always be transparent and will gladly share our drawings with the customer. Upon design approval by the customer Rubb will fabricate, ship and (if desired) erect the building. This entire process is initiated by the sales department then handed to one of Rubb's highly experienced project managers. Upon customer "sign off" the Rubb Service Department takes over the warranty execution and the long term customer/Rubb relationship.
69	Describe any manufacturing processes or material specification-related attributes (wind speed or snow load specifications) that differentiate your offering from your competitors.	Simply put: Rubb always follows local building codes; no exceptions.
70	Discuss your proposed product line in terms of sustainability and recycling.	Rubb strives to ensure that our structures are fully reusable across the sectors we serve. We are also working on achieving 100 per cent recyclability for all materials used. Rubb facilities, temporary or permanent, can be relocated, adapted, expanded or dismantled and stored for future operations to suit changing logistical needs. They can also be sold to new users if no longer required by the existing owners. Rubb offers full refurbishment and recertification services. If necessary materials used in the structure construction can be disposed of or recycled in a manner with respect to the environment. No materials from Rubb structures are considered to create any toxic or hazardous waste. Steel can be recycled through various means and PVC can be recycled through Txyloop, which is the PVC producer Serge Ferrari operational recycling chain.

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

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

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded

document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Exhibit 1 Rubb projects and products.zip - Wednesday September 11, 2019 10:41:23
- [Marketing Plan/Samples](#) - Exhibit 2 Salt shed equipment buildings.zip - Wednesday September 11, 2019 10:48:28
- [WMBE/MBE/SBE or Related Certificates](#) - Rubb Inc. Final ISO Certificate2019.pdf - Wednesday September 11, 2019 10:43:46
- [Warranty Information](#) - Exhibit 4 Warranty.zip - Wednesday September 11, 2019 10:44:31
- [Pricing](#) - Exhibit 5 Pricing.zip - Wednesday September 11, 2019 13:48:39
- [Additional Document](#) - Other forms Sourcewell.zip - Wednesday September 11, 2019 10:45:06

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

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

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

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

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

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

Yes No

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

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

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

