



Solicitation Number: RFP#091319

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 9th Street Suite 20, Minneapolis, MN 55414 (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:

\$1,000,000 per claim or event

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.

Signature Page Follows

Sourcewell

DocuSigned by:
 By: Jeremy Schwartz
C0FD2A139D06489...
 Jeremy Schwartz
 Title: Director of Operations &
 Procurement/CPO
 Date: 10/30/2019 | 9:41 PM CDT

Yeadon Fabric Domes LLC

DocuSigned by:
 By: Mathew Mejia
BF93A1B4C7684DA...
 Mathew Mejia
 Title: CEO
 Date: 11/8/2019 | 2:25 PM MST

Approved:

DocuSigned by:
 By: Chad Coquette
7E42B8F817A64CC...
 Chad Coquette
 Title: Executive Director/CEO
 Date: 10/30/2019 | 3:13 PM CDT

RFP 091319 - Fabric Structures with Related Materials and Services

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: Gregg Nelson

Email: gnelson@yeadondomes.com

Phone: 612-219-2920

Fax: 651-633-2019

HST#: 204966829

Submission Details

Created On: Tuesday September 03, 2019 11:28:10

Submitted On: Friday September 13, 2019 12:46:48

Submitted By: Gregg Nelson

Email: gnelson@yeadondomes.com

Transaction #: 64520a41-fee6-406d-b77c-69d0871c07ac

Submitter's IP Address: 174.219.148.238

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Yeadon Fabric Domes, LLC
2	Proposer Address:	575 South East 9th Street, Suite 20 Minneapolis, Minnesota 55414
3	Proposer website address:	https://www.yeadondomes.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):	Mathew Mejia, CEO 575 South East 9th Street, Suite 20 Minneapolis, Minnesota 55414 mattm@yeadondomes.com 612-584-4801
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Gregg Nelson, VP Sales and Marketing 575 South East 9th Street, Suite 20 Minneapolis, Minnesota 55414 gnleson@yeadondomes.com 612-219-2920
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	NA

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.	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.

8	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.</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.</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: 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>
9	What are your company's expectations in the event of an award?	<p>Yeadon often partners with turf providers on our dome sites and we are motivated by their positive experiences as Sourcewell vendors. 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.</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>Yeadon Fabric Domes, LLC. is a small, privately-held company. We conduct our business world-wide and are attaching documents that demonstrate recent projects, and two examples of recent bond doc</p>
11	What is your US market share for the solutions that you are proposing?	<p>We estimate our current annual U.S. market share at 38%</p>
12	What is your Canadian market share, if any?	<p>We estimate our current annual Canadian market share at 10%</p>
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>NA</p>

14	How is your organization best described: is it a manufacturer or distributor/dealer? Provide your written authorization to act as a distributor/dealer with your sales and service force and with your dealer.	Yeadon is best described as a designer, manufacturer and direct seller and servicer of air-supply equipment. Question B best applies to Yeadon. Our sales and service teams are all direct Yeadon employees.	*
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.	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.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	NA	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Design and engineering services. Installation On-going maintenance Seasonal Service	*

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	NA	*
19	What percentage of your sales are to the governmental sector in the past three years	25%	*
20	What percentage of your sales are to the education sector in the past three years	35%	*
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?	NA	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NA	*

Table 4: References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Houston Texans	Khalil Reed	832-667-2161	*
Hobart William Smith	Christopher Button	315-781-3109	*
City of Plymouth	Chris Fleck	763-509-5281	*
City of West St Paul	Andy Kaasa	651-552-4158	
St Michael Albertville School District	Keith Cornell	763-464-6112	

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 *
Arizona State University	Education	Arizona - AZ	Multisport Dome, Year-round Size: 460' x 225' x 66' tall	\$1,603,527	N/A
Loyola University	Education	Illinois - IL	Multisport Dome, Seasonal Size: 387' x 237' x 72' tall	\$921,062	921,062
St. Michael Albertville	Education	Minnesota - MN	Multisport Dome, Seasonal Size: 405' x 232' x 66' tall	\$1,497,525	\$1,497,525
Hmong Academy	Education	Minnesota - MN	Multisport Dome, Seasonal Size: 370' x ' x 69' tall	\$1,140,000	\$1,140,000
City of Anchorage	Government	Alaska - AK	Multisport Dome, Year-round Size: 601' x 290' x 85' tall	\$2,091,480	\$310,000

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
25	Sales force.	<p>Direct Sales Team of 4 located in Minneapolis MN. Matt Mejia, Steve Flanagan, Gregg Nelson, 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. This team spends approximately 50% 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>
26	Dealer network or other distribution methods.	NA
27	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>
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Yeadon expectations across our sales and service teams are: Answer every call whenever possible, 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>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are in position to cover all areas of the United States and Canada.
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?	We are in position to provide our products and services to all Sourcewell Member Sectors.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Service and installation mobilizations reflect the specific costs and market factors for every job site - including items like travel, lodging, labor, and equipment rentals. Yeadon does not add any additional fees for Hawaii, Alaska or the US Territories.

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.	<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>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Yeadon is uses Dynamics CRM. 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.
34	In your view, what is Sourcewell's role in promoting Sourcewell- awarded contract into your sales projects?	<p>We expect Sourcewell to promote Yeadon as you would any vendor member and alerting us of projects in our markets.</p> <p>A Sourcewell awarded contract will be managed uniquely in our processes with specific quote and proposal numbers so that we can ensure we meet or beat our Sourcewell pricing and that we can show in our records and accounting of Sourcewell associated revenue and fees.</p>
35	Are your products or services available through e-procurement system and how government agencies use them?	NA

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.	As part of our hand-over process 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. We offer training to customers when new facility managers are hired. We also offer service packages which include annual inspection visits and training by Yeadon Technicians.
37	Describe any technological advances that your proposed products or services offer.	We continually stay current with HVAC and Building Management Systems technology and software. Wind and snow sensors provide automation of the dome heat and pressure as appropriate to weather conditions. Digital controls are available to facility managers to access remotely.
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.	NA
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.	NA
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.	NA
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?	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. 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. 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.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Yeadon was originally a Canadian company. We currently have dozens of active customers in Canada and are not restricted in any way to service new customers.

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, 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. Supporting documents Attached.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	NA
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?	No our warranty coverage has no Geographic exceptions.
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?	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.
48	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.
49	Describe any service contract options for the items included in your proposal.	Yeadon offers multi-year service plans. Supporting document attached.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Yeadon Standard terms are called out on every proposal and contract unless are: contract 30% upon commencement of fabrication 15% upon shipment 5% hold-back due upon substantial completion
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?	NA
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.	Yeadon sales are entirely direct. We will be able to show, at any time, current Sourcewell quote activity and win/loss sales reports.
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?	Yes we do accept P-Card without cost to Sourcewell. Due to the large expenses of an Air-Dome purchase, standard P.O. processes are typically preferred or mandated by customer processes.

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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-categories) (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 Sourcewell, we have analyzed 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 pricing.</p> <p>We feel this greatly simplifies what otherwise would be a complicated schedule of features and options pricing.</p> <p>In addition, we are presenting our component price list also discounted 5% for the Sourcewell program.</p> <p>Supporting documents attached.</p>
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.	5% discount off of standard pricing.
56	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.
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.	Our Installations and Service contracts vary greatly due to geography, market line-
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.	<p>Taxes and tariffs are not included Permits are by others Electrical and gas connections are by others AC piping and specialties by others Concrete and ground-work by others Turf/Court and interior play surfaces by others</p> <p>Supporting document "Yeadon Project Responsibility Matrix" attached.</p>
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	NA
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Pricing assumptions include freight to the contiguous United States and Canada. Taxes, tariffs and customs charges are not included.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NA

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.	We believe the simplification of a Sourcewell purchase will save us time and money. The Sourcewell 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 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 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	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 Sourcewell awarded contracts and remit the proper administrative fee accurately and timely to Sourcewell.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Yeadon proposes a 2% administrative fee of the total contract amount. Payment will be made to Sourcewell after final payment is received by Yeadon.

Table 14: Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>The nature of our business is relatively low-volume and high cost. Projects typically range from \$500,000 to \$2,000,000. 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.</p> <p>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.</p> <p>We see no concerns in providing complete and accurate quarterly reporting to Sourcwell.</p>
66	Describe the applications for your product in the government and education verticals.	<p>Our vertical market targets are very specific and refined. We have segmented our markets as follows.</p> <p>There are 18,200+ K-12 public/private High Schools in the US. We have identified 6,290 as our primary applied market. The application is specific to Athletics and Facility Capital projects.</p> <p>There are 1,341 Public and private colleges and universities competing in athletics in NCAA or NIAA conferences across Division I, II, and III categories. These schools make up the bulk of our focus. Further we identify 964 schools as our primary focus due to a variety of metrics. Again, we are focused on the Athletic and Facility administrations for our product application.</p> <p>While any municipality can be a candidate for our applied product, we have identified 1,178 communities with populations between 25,000 and 100,000 as our primary market. We are focused on the vertical segment of Parks and Recreation.</p> <p>Military vertical targets include administrators in MWR (Morale, Welfare and Recreation) as well as government military schools.</p>
67	Describe the methods or techniques that impact the durability or longevity of your product.	<p>Yeadon domes are expected to last 20 years or more. Proper care and maintenance is described in our Owners Manual</p>
68	Describe your design and engineering process at a project level.	<p>Yeadon follows the general process of architectural design and consultation.</p> <p>In phase 1, Schematic Design, we gather customer needs and reflect that in schematic drawings or as represented by a variety of typical drawings or past-project examples. This is a phase of back-and-forth consultation and refinement.</p> <p>In Phase 2, Design Development, we are refining feed-back loops and arriving at an agreed upon final design and price. In this phase we are working with the customer and city planning officials to ensure designs are to code and are positively positioned to move quickly through submittals and the city planning and permitting processes.</p> <p>In phase 3, Construction Drawings, we are supporting architects and General Contractors with the input necessary to develop a complete set of construction drawings.</p> <p>In phase 4, Construction Process, we are working to a master project schedule provided by the GC or customer and procuring materials, manufacturing, delivering and installing the dome in coordination with the larger project and other sub-contractors. Yeadon work is done under the permits of the GC or other trades.</p>
69	Describe any manufacturing processes or material specification-related attributes (wind speed or snow load specifications) that differentiate your offering from your competitors.	<p>Yeadon Domes are designed using 40 years of engineering innovations. A sample Specification is Attached. Following are our design and materials standards.</p> <p>Air Structures Design and Standards Manual ASI-77 and ASCE 55-16, most recent editions.</p> <p>NFPA 701 (Fire and Flame Resistance Tests)</p> <p>International Building Code N.</p> <p>E.C.</p> <p>CAN/ULC S - 109 (Canada)</p>
70	Discuss your proposed product line in terms of sustainability and recycling.	<p>Air Structures are unique. No other building type can span as much space with less materials or cost. The environmental footprint of a dome is a fraction of that compared to metal or brick- and-mortar facilities. The resulting demolition materials and cost at end of life are also a fraction of typical construction.</p>

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."
 - [Financial Strength and Stability](#) - 1 Yeadon Domes - Financial Strength and Stability.pdf - Friday September 13, 2019 09:46:02
 - [Marketing Plan/Samples](#) - 2 Yeadon Domes - Marketing Plan and Samples.zip - Friday September 13, 2019 09:48:29
 - [WMBE/MBE/SBE or Related Certificates](#) - 3 Yeadon Domes - WMBE MBE SBE or Related Certificates.pdf - Friday September 13, 2019 09:48:40
 - [Warranty Information](#) - 4 Yeadon Domes - Warranty Information.pdf - Friday September 13, 2019 09:49:10
 - [Pricing](#) - 5 Yeadon Domes - Pricing.pdf - Friday September 13, 2019 09:49:27
 - [Additional Document](#) - 6 Yeadon Domes - Additional Documents.zip - Friday September 13, 2019 11:08:32

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

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

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

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

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

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"/>	--