



Solicitation Number: RFP #110822

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and BlueScope Construction, Inc., 1540 Genessee Street, Kansas City, MO 64102 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 6, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier'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, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

BlueScope Construction, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/8/2023 | 10:28 PM CST

DocuSigned by:
Brian Aldrich
A8E02CA9597A428...
By: _____
Brian Aldrich
Title: Director of Government Services
Date: 1/3/2023 | 1:17 PM CST

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 1/9/2023 | 6:22 AM CST

RFP 110822 - Pre-Engineered Buildings with Related Materials and Services

Vendor Details

Company Name: BlueScope Construction, Inc.
Address: 1540 Genessee Street
Kansas City, MO 64102
Contact: Brian Aldrich
Email: bnaldrich@bluescopeconstruction.com
Phone: 816-589-3761
HST#: 43-0949971

Submission Details

Created On: Tuesday September 27, 2022 15:14:44
Submitted On: Tuesday November 08, 2022 11:28:58
Submitted By: Lindsey Jones
Email: lindsey.jones@bluescopeconstruction.com
Transaction #: 7112e4df-7f82-4756-a630-f7c9241a89bd
Submitter's IP Address: 199.254.236.3

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	BlueScope Construction, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A. We do not have any subsidiary entities.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A. We do not have any DBA names or any subsidiaries.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE for BlueScope Construction, Inc.: 1JQE3 UEI for BlueScope Construction, Inc.: FN3KAN7G72B6
5	Proposer Physical Address:	1540 Genessee Street Kansas City, MO 64102
6	Proposer website address (or addresses):	www.BlueScopeConstruction.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brian Aldrich Director of Government Services 1540 Genessee Street Kansas City, MO 64102 bnaldrich@bluescopeconstruction.com 816-245-6886
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brian Aldrich Director of Government Services 1540 Genessee Street Kansas City, MO 64102 bnaldrich@bluescopeconstruction.com 816-245-6886
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A. Brian Aldrich is the best contact.

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	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>BlueScope Construction, Inc. originally evolved in 1915 from integrating three pioneer companies in the Australian steel industry, Broken Hill Proprietary Ltd, John Lysaght Australia Pty Ltd, and Australian Iron and Steel Ltd, into a company called BlueScope Steel Limited. BlueScope Steel later acquired New Zealand Steel and acquired the following North American companies: Butler Manufacturing™, Varco Pruden™, ACS Profiles Inc., Steelscape Inc., and Metl-Span LLC.</p> <p>Butler Manufacturing™ and Varco Pruden™, pioneered the inception of the metal building industry in North America. For more than 100 years, the name Butler® has been synonymous with innovation. Butler Manufacturing™ was founded in 1901 in Kansas City, Missouri and is credited with pioneering the global Pre-Engineered Metal Building Industry. In 1943, Butler® invented the use of 3-plate rigid frames, which formally launched the Pre-Engineered Metal Building Industry. Varco Pruden Buildings™ began producing Pre-Engineered Buildings by 1950. In 1956, both Butler Manufacturing™ and Varco Pruden Buildings™ helped to establish the Metal Building Manufacturers Association (MBMA), which has established design standards and loading criteria for Pre-Engineered Metal Buildings throughout North America.</p> <p>BlueScope Construction, Inc. incorporated in 1970 as a wholly owned subsidiary of Butler Manufacturing™. Known during that time as Butler Construction or BUCON, BlueScope Construction, Inc. specialized in building industrial and commercial facilities for corporate and government customers, utilizing local Butler Builder® dealers and their market-specific knowledge of codes, local design disciplines, subcontractors, and other location-specific information. Today, BlueScope Construction, Inc. is a national design-build, turnkey general contractor specializing in multiple building types for various facility needs for government, industrial, educational customers. BlueScope Construction, Inc. provides a variety of in-house services, including customer service, structural engineering, project management, scheduling, and after-construction quality services. We also self-perform large-scale steel erection nationwide through a subsidiary called BlueScope Erection Services.</p> <p>When Butler Manufacturing™ was purchased by BlueScope Steel in 2004, Butler Construction or BUCON became part of the BlueScope family, eventually changing our name in 2008 to BlueScope Construction, Inc. with a new parent company, BlueScope Buildings North America (BBNA), also being formed at the same time. BBNA then purchased Varco Pruden Buildings™. Butler® and Varco Pruden™ (BlueScope brands) became our "sister" companies and their nationwide network of nearly 1,500 authorized builders allow us to provide national construction services with a local connection and support. BlueScope Conventional Steel Services was added to the BBNA corporate family in 2014.</p> <p>BBNA and BlueScope Construction, Inc. are focused on driving excellence in the Pre-Engineered Buildings Industry. We are proud that, over the years, many leaders of our organization have served as presidents for the Metal Building Manufacturers Association, including Wilbur B. Larkin (1956-1957), Jack Hatcher (1968), R.J. Atkinson (1970 and 1978), Robert C. Kelley (1979 and 1988), Donald H. Pratt (1983), Richard S. Jarman (1991-1992), Duane Stockburger (1994), Chuck Haslebacher (2010-2011), Tom Gilligan (2015), and Greg Pasley (2021). Also, due to our focus on excellence in the Pre-Engineered Metal Building Industry, we are proud to share that many of our employees have been inducted in the Metal Construction News Hall of Fame, including Marvin K. Snyder (2012), Clark Prudhon and Don Johnson (2013), Norm Rimmer (2014), Wilbur Larkin, Tom Frahm, Dave Evers, and Jack Hatcher (2016), and Chuck Haslebacher (2020).</p> <p>At BlueScope Construction, Inc., Sourcewell Members are our partners. Our success depends upon the Sourcewell Members' satisfaction with both us and with our team. We develop long-term alliances with our team of designers, trades, vendors, subcontractors, and suppliers that are based on trust, dedication to common goals, and respect for each other's expectations and needs. We work closely with our teammates, capitalizing on each other's unique strengths, to achieve the business objectives for each Sourcewell Member. The value-added benefits of this team philosophy include improved efficiency, increased innovation, cost-effectiveness, and safety, allowing for the best quality products and services. Our team goal has always been to achieve repeat business, together. We do not believe in one and done projects.</p>
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11	<p>What are your company's expectations in the event of an award?</p>	<p>As the current holder of this contract, we expect to continue delivering the first-class service Sourcewell and its Members have become accustomed to receiving from BlueScope Construction, Inc., and our teams across the country. We will continue to grow and nurture our relationship with Sourcewell and its Members. We greatly appreciate the extraordinary support we have enjoyed from the Sourcewell team to date. We will continue to remain focused on promoting all Sourcewell benefits, including products and services outside of our contract. We take pleasure in helping Sourcewell Members understand other available Sourcewell solutions. We have learned that doing so may not directly add to our bottom line, but it helps our Sourcewell Members understand that we are available as a resource, which yields huge dividends in the end.</p> <p>BlueScope Construction, Inc. has proven experience in guiding Sourcewell Members through this superior procurement process with the Sourcewell Contract. We have learned how to educate Sourcewell Members about the benefits of acquiring high-value building solutions through the Sourcewell Contract. We have developed a dual-sales cycle to help make construction procurement easy for those Members who do not often buy construction or have not purchased construction through a purchasing cooperative. We work with the Members and their operations staff, their procurement specialist/buyer or attorney, as well as any board or counsel members, to help them all understand and justify this design-build, turnkey Sourcewell solution versus a traditional design-bid-build solution. We have successfully gained experience with Sourcewell Members in multiple states, resulting in relationships with past buyers and various in-house and outside counsel across the country. The input from these satisfied Sourcewell Members assists new Members in evaluating the usefulness of the Sourcewell procurement delivery system utilizing BlueScope Construction, Inc. We have also developed marketing materials to specifically educate Sourcewell Members on how to buy construction through a purchasing cooperative. This assistance is offered to the Sourcewell Member at no cost or obligation, which we will continue to provide. In addition to utilizing our proven marketing materials to help both current and future Sourcewell Members make use of the Contract, BlueScope Construction, Inc. intends, upon a successful award, to continue vigorously educating Sourcewell Members, our national network of over 1,500 Builderships, and our ever-expanding internal and external sales forces on the exceptional advantages of the Sourcewell Contract. The tools we use to provide such education, which covers numerous facets of the Sourcewell Contract, include regional training sessions, webinars, videos, Sourcewell Universities, etc.</p> <p>Based on our current sales of approximately \$155 million over seven years of this contract, BlueScope Construction, Inc. expects to achieve annual sales ranging from \$50 to \$70 million for our third, four-year Sourcewell Contract. Through our customer-service focus, we have enjoyed Sourcewell Members returning, repeatedly, to this contracting vehicle and our team, for their future facility needs of either new construction or renovation. We are extremely optimistic that our investment in this Sourcewell Contract, which has taken time to develop and implement, will continue to yield high returns, both growing our sales and our list of satisfied Sourcewell Members.</p>
12	<p>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>	<p>BlueScope Construction, Inc. has been incorporated since 1970 (changing our name to BlueScope Construction Inc. in 2008). We have executed over 3,000 projects, never defaulting on any contract. We are a publicly audited company because BlueScope Construction, Inc. is a wholly owned subsidiary of BBNA, itself a wholly owned division of BlueScope Steel Ltd. BlueScope Steel Ltd. is an international, USD12.9 billion steel solutions company. Besides our fully audited and reviewable financials, BlueScope Construction, Inc. also has the financial backing of our parent company. Our bank reference is JP Morgan Chase NA, Brian Brehm, 312-732-7363. It can confirm our \$20 million standing line of credit, which can be increased easily if necessary. BlueScope Construction, Inc. also has a standing limit bonding capacity of \$75,000,000 per project and \$150,000,000 overall bonding capacity. This limit can also be adjusted upwards if necessary.</p> <p>Please refer to the documents uploaded to the "Financial Strength and Stability" file within RFP 110822 - Pre-Engineered Buildings with Related Materials and Services Documents to help illustrate our financial strength.</p>

13	What is your US market share for the solutions that you are proposing?	<p>To our knowledge, we are the only full design-build, turnkey construction solution in the purchasing cooperative industry. We began in this industry as the only design-build, turnkey solution with Sourcewell (NJPA at that time) in 2015 and have successfully contracted approximately \$155 million for Sourcewell Members across the country.</p> <p>The industry-leading resource for determining market share for Pre-Engineered Metal Buildings in the United States is the Metal Building Manufacturers Association (MBMA). More than 30-member companies (nearly all the top Pre-Engineered Building Manufacturers in North America) provide confidential sales information to MBMA. It then provides the aggregate information to its members. Based on this data, in calendar year 2021, BlueScope brands had 21% market share of the Pre-Engineered Building market in the United States. Additionally, our strategic partner Lester Buildings (see Table 8) has a US Market share of 35% in their industry.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>In Canada, we have operations and a network of Builderships, similar to the US market, that allow us to operate in the Canadian market. The industry-leading resource for determining market share for Pre-Engineered Metal Buildings in Canada is the Metal Building Manufacturers Association (MBMA). More than 30-member companies (nearly all the top Pre-Engineered Metal Building Manufacturers in North America) provide confidential sales information to MBMA. It then provides the aggregate information to its members. Based on this data, in calendar year 2021, BlueScope brands had 30% market share of the Pre-Engineered Building market in Canada.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	We have never petitioned for bankruptcy protection.	*

16	<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>B) BlueScope Construction, Inc. is a wholly owned subsidiary of the manufacturer of Butler® Buildings and Varco Pruden Buildings™ and is best described as a manufacturer. We are listed as a manufacturer on the GSA Federal Supply Schedule as well as the provider of ancillary construction services.</p> <p>As the only manufacturer and general contractor owned by a steel company, BlueScope Construction, Inc. has direct control over the material supply chain for its Projects. This control over each Project's procurement, design, detailing, fabrication, delivery and building erection provides us with an exceptional opportunity to take ownership of a Project and streamline scheduling. We also have the advantage of being able to source materials strategically by location, which minimizes shipping costs for Sourcewell Members.</p> <p>BlueScope Construction, Inc. has its own sales force consisting of Business Development Managers and other execution staff that call on potential Sourcewell Members. Additionally, within BBNA, there are eight sales force groups that BlueScope Construction, Inc. frequently teams with for joint Sourcewell calls. These groups are:</p> <ul style="list-style-type: none"> -Butler Builder® Network. Butler® Builderships are independent general contractors that are trained and licensed to sell the Butler® and Sourcewell solutions in a specific area of North America. There are approximately 700 Butler Builder® dealers throughout North America. As independent companies, their employees are third parties. -Butler® Business Development Managers. This group recruits new Butler Builder® dealers by educating them about the advantages of Butler® and Sourcewell systems. They also help train the new Builders in Butler® information, including the Sourcewell Contract. They are direct Butler® employees. -Butler® Area Managers. This group of sales professionals collaborates directly with the approximately 700 independent Butler® Builderships spread across North America. Each of the 35 Area Managers has a specific territory and works with each Butler Builder® in his or her territory to help it sell the Butler® and Sourcewell solution. They are direct Butler® employees. -Butler® Corporate Account Managers. This group supports Butler® sales, focusing on major corporate accounts and Sourcewell Members for Butler® Buildings. They are direct Butler Manufacturing™™ employees. -Varco Pruden™ Buildership Network. Varco Pruden Builder™ dealers are independent general contractors that are trained and licensed to sell Varco Pruden™ and Sourcewell solutions in a specific area of North America. There are approximately 800 Varco Pruden Builder™ dealers throughout North America. As independent companies, their employees are third parties. -Varco Pruden™ Business Development Managers. This group recruits new Varco Pruden Builder™ dealers by educating them about the advantages of Varco Pruden™ and Sourcewell systems. They also help train the new Builders in Varco Pruden™ information, including the Sourcewell Contract. They are direct Varco Pruden employees. -Varco Pruden™ District Managers. This group of District Managers collaborates directly with approximately 800 independent Varco Pruden™ Builder dealers spread across North America. Each of the 31 District Managers has a specific territory and works with each Varco Pruden™ Builder in his or her territory to help it sell the Varco Pruden™ and Sourcewell solutions. They are direct Varco Pruden™ employees. -Varco Pruden™ Corporate Account Managers. This group supports Varco Pruden™ sales, focusing on major corporate accounts and Sourcewell Members for Varco Pruden Buildings™. They are direct Varco Pruden™ employees. <p>In addition, as part of our offering of Lester Buildings (see Table 8), we also have access to their builders and sales forces. As these companies are not owned by BBNA but are strategic, long-term teammates in our Sourcewell offering, their networks of builders and employees are considered third party.</p>
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17	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>BlueScope Construction, Inc. is a general contractor. We maintain all applicable local business registrations/licenses to perform work and business in the United States. We have also held Canadian registrations/licenses in the past, and we are able and willing to quickly re-apply for such registrations/licenses should the need arise for a Sourcewell Member's Project.</p> <p>-Business License. To offer products and ancillary construction services in the U.S., besides a federal business number, a company must be licensed to do business in each of the 50 states. BlueScope Construction, Inc. is licensed to do business in all 50 states. We also require all subcontractors working for us to provide their business license. Further, we have also held licenses to conduct business in Canada in the past, and we are able and willing to quickly re-apply for a such license to conduct business in Canada should the need arise for a Sourcewell Member's Project.</p> <p>-Contractor's License. Some states in the U.S. do not require a separate contractor's license to operate as a general contractor providing construction services; however, over 30 states do. BlueScope Construction, Inc. has a contractor's license in every U.S. state in which we do business, where required. We also require any subcontractor working for us to also provide proof of the required contractor's license for that state. Further, we have also held licenses to operate as a general contractor in Canada in the past, and we are able and willing to quickly re-apply for a such license to act as a general contractor in Canada should the need arise for a Sourcewell Member's Project.</p> <p>-Engineering License. The building supplier must have an engineer license where the building will be built. BBNA has the required licensed engineers as direct employees.</p> <p>-Individual Site Requirements. Many states and locations have their own individual requirements for OSHA, permitting and other restrictions. During the proposal process, we collaborate with the Sourcewell Member to define the scope of work necessary for the facility needs. As part of that due diligence process, we seek out and determine specific loads, codes, safety requirements and other restrictions to include in our proposed Sourcewell Solution. Following contract award by the Sourcewell Member, professional design disciplines necessary for the Sourcewell design-build, turnkey solution are engaged to ensure that such requirements are included in the design of the Project. During the construction phase, those design disciplines typically oversee the various subcontractors to ensure that construction complies with the design and code requirements.</p> <p>-LEED (Leadership in Energy and Environmental Design) Accredited Professionals. BlueScope Construction, Inc. has LEED Accredited Professionals on staff if such services are required.</p>
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We have never been suspended or debarred over the past ten years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>We currently hold more than 30 active patents for various Pre-Engineered Metal Building product solutions we have developed. Historically, we have held more than 100 patents relating to our industry.</p> <p>Please note, to list all awards received by BlueScope Construction, Inc. in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognitions received in 2019, 2020, and 2021. In the Pre-Engineered Metal Buildings industry, 2022 recognitions have been released on a limited basis. However, when available, we have included that information as well.</p> <p>#16 on Kansas City's General Contractor list (2021) – Kansas City Business Journal</p> <p>#17 on Top General Contractor's List (2021) – Ingram's magazine</p> <p>Top Contractor for Data Centers (2021, 2020 and 2019) – Engineering News Record magazine</p> <p>Top Contractor (2021, 2020 and 2019) – Building Design and Construction magazine, Giants 400 Report</p>

Top Airport Facility Contractor (2021, 2020 and 2019) - Building Design and Construction magazine, Giants 400 Report

Top 100 Design-Build Construction Firm (2021) - Building Design and Construction magazine, Giants 400 Report

Top Government Sector Contractor (2021) - Building Design and Construction magazine, Giants 400 Report

Top Federal Government Sector Contractor (2021) - Building Design and Construction magazine, Giants 400 Report

Top Local Government Sector Contractor (2021) - Building Design and Construction magazine, Giants 400 Report

Top Military Sector Contractor (2021) - Building Design and Construction magazine, Giants 400 Report

Top Industrial Facility Contractor (2021, 2019) - Building Design and Construction magazine, Giants 400 Report

Top Multifamily Sector Contractor (2021) - Building Design and Construction magazine, Giants 400 Report

Top Religious Facility Contractor (2021) - Building Design and Construction magazine, Giants 400 Report

Top K-12 School Sector Contractor (2021) - Building Design and Construction magazine, Giants 400 Report

Top Sports Facility Contractor (2021) - Building Design and Construction magazine, Giants 400 Report

Top University Sector Contractor (2021) - Building Design and Construction magazine, Giants 400 Report

Top Data Center Contractor (2020) - Building Design and Construction magazine, Giants 400 Report

#15 on Top General Contractor's List (2020) – Ingram's magazine

Top Government Contractor – All Government Buildings Work (2020) - Building Design and Construction magazine, Giants 400 Report

Top Government Contractor – Federal Civilian Government (2020) - Building Design and Construction magazine, Giants 400 Report

Top Government Contractor – Local Government Buildings (2020) - Building Design and Construction magazine, Giants 400 Report

Top Government Contractor – State Government Buildings (2020) - Building Design and Construction magazine, Giants 400 Report

Top Government Contractor – Military (2020) - Building Design and Construction magazine, Giants 400 Report

Top Hospitality Contractor – All Hospitality Facilities Work (2020) - Building Design and Construction magazine, Giants 400 Report

Top Hospitality Contractor – Casinos (2020) - Building Design and Construction magazine, Giants 400 Report

Top Multifamily Contractor – All Multifamily Facilities Work (2020) – Building Design and Construction magazine, Giants 400 Report

Top Multifamily Contractor – Senior Living Facilities (2020) - Building Design and Construction magazine, Giants 400 Report

Top Office Contractor – All Office Building Work (2020) - Building Design and Construction magazine, Giants 400 Report

Top Office Contractor -Buildings / Core+Shell (2020) - Building Design and Construction magazine, Giants 400 Report

Top Contractor for Religious Structures / Places of Worship (2020) - Building Design and Construction magazine, Giants 400 Report

Top Schools Contractor – PK-12, public, private, charter, military (2020) - Building Design and Construction magazine, Giants 400 Report

Top Contractor for Sports Facilities/Stadiums/Recreation Facilities (2020) - Building Design and Construction magazine, Giants 400 Report

#8 on Top General Contractor's List (2019) – Ingram's magazine

Top Data Center Construction Firm (2019) - Building and Design and Construction magazine, Giants 300 Report

Top Design-Build Firm (2019) - Building Design and Construction magazine, Giants 300 Report

Top Government Sector Construction Firm (2019) - Building Design and Construction magazine, Giants 300 Report

Top Federal Government Sector Construction Firm (2019) - Building Design and Construction magazine, Giants 300 Report

Top State Government Sector Construction Firm (2019) - Building Design and Construction magazine, Giants 300 Report

Top Local Government Sector Construction Firm (2019) - Building Design and Construction magazine, Giants 300 Report

Top Military Sector Construction Firm (2019) - Building Design and Construction magazine, Giants 300 Report

Top Healthcare Construction Firm (2019) - Building Design and Construction magazine, Giants 300 Report

Top K-12 School Sector Construction Firm (2019) - Building Design and Construction magazine, Giants 300 Report

Top Office Sector Construction Firm (2019) - Building Design and Construction magazine, Giants 300 Report

Top Religious Facilities Sector Construction Firm (2019) - Building Design and Construction magazine, Giants 300 Report

BlueScope Construction, Inc. received LEED Gold certification as the design-build general contractor for the U.S. Coast Guard Fast Cutter Response Maintenance Facility in Miami Beach, Florida.

BlueScope Construction, Inc. received LEED Silver certification as the design-build general contractor for the Dr. Richard A. Schoettenger Research Building at the U.S. Geological Survey Environmental Research Center in Columbia, Missouri.

Over the years, several leaders from our organization have been inducted in the Metal Construction News Hall of Fame, most recently Chuck Haslebacher (2021).

We are also proud that many leaders of our organization have served as presidents for the Metal Building Manufacturers Association, most recently Greg Pasley (2021).

Many of our local Builderships are well accomplished industry leaders with numerous recognitions in the Pre-Engineered Building industry. With nearly 1,500 partners, it would be too lengthy to list all their accomplishments, but here are some recognition highlights:

Over the years, several leaders from our Builderships have been inducted in the Metal Construction News Hall of Fame, including Art Hance, Hance Construction (2022).

2022 Building of the Year – The Arbogast Performing Arts Center, Brentwood Builders (Butler Builder®) – Metal Building Contractors and Erectors Association

2022 Award of Merit – Insulation Technology Corporation, Baker Builders (Varco Pruden Builder™) – Metal Building Contractors and Erectors Association

2022 Pioneer Club Recipient – Warren Potter, Pioneer Construction (Varco Pruden Builder™) – Metal Building Contractors and Erectors Association

2021 Safety Performance Award from the Metal Building Manufacturers

		<p>Association– BlueScope Buildings North America, Visalia, CA</p> <p>2021 Building of the Year – Firehouse Shelter, Dunn Building Company (Varco Pruden Builder™) – Metal Building Contractors and Erectors Association</p> <p>2021 Award of Merit Reroof – Mile Square Roofing, Hance Construction, Inc. (Butler Builder®) – Metal Building Contractors and Erectors Association</p> <p>2021 Award of Excellence – Leading Technology Composites, Evans Building Company (Varco Pruden Builder™) – Metal Building Contractors and Erectors Association</p> <p>2021 Award of Merit – Wayside Waifs, A.L. Huber General Contractor (Varco Pruden Builder™) – Metal Building Contractors and Erectors Association</p> <p>2020 Superior Safety Award from the Metal Building Manufacturers Association– BlueScope Buildings North America, Annville, PA and Visalia, CA</p> <p>2020 Safety Performance Award from the Metal Building Manufacturers Association– BlueScope Buildings North America, St. Joseph, MO</p> <p>2020 Building of the Year – Air Canada Hangar 5, Scott Steel Erectors (Varco Pruden Builder™) – Metal Building Contractors and Erectors Association</p> <p>2020 Specialty Award of Excellence – Gabrielli Truck Sales Facility, Thomas Phoenix International, Inc. (Butler Builder®) – Metal Building Contractors and Erectors Association</p> <p>2020 Specialty Award of Merit – Southwest Airlines Maintenance Hangar, Sure Steel, Inc. (Butler Builder®) – Metal Building Contractors and Erectors Association</p> <p>2019 Award of Excellence – RLS Freezer Building, Thomas Phoenix International, Inc. (Butler Builder®) – Metal Building Contractors and Erectors Association</p> <p>2019 Award of Excellence Reroof – Four Winds Plaza Reroof, Thomas Phoenix International, Inc. (Butler Builder®) – Metal Building Contractors and Erectors Association</p> <p>2019 Award of Merit – Atlanta Braves Spring Training Clubhouse Facility, Steel Worx Solutions, LLC (Butler Builder®) – Metal Building Contractors and Erectors Association</p> <p>2019 Award of Merit – Harbor Isle Marina, Steel Worx Solutions, LLC (Butler Builder®) – Metal Building Contractors and Erectors Association</p> <p>2019 Award of Merit – Beyond Self Storage, Paramount Metal Systems (Varco Pruden Builder™) – Metal Building Contractors and Erectors Association</p> <p>2019 Robert and Beverly Ketenbrink Service Award – Mike Reynolds, Systems Contractors (Butler Builder®) – Metal Building Contractors and Erectors Association</p> <p>2019 Pioneer Club Recipient – Kevin Darnell, M and F Litteken Company (Varco Pruden Builder™) – Metal Building Contractors and Erectors Association</p> <p>Additionally, as leaders in the Pre-Engineered Metal Building Industry, many of our local Builderships rank nationally for the volume of work they do. Metal Construction News has ranked the Top 100 Metal Builders by Tonnage for 2022. 35 Butler Builder® dealers and 27 Varco Pruden Builder™ dealers are ranked as Top 100 Metal Builder by Tonnage.</p> <p>Metal Construction News has ranked the Top 100 Metal Builders by Square Footage for 2022. 29 Butler Builder® dealers and 29 Varco Pruden Builder™ dealers are ranked as Top 100 Metal Builder by Tonnage.</p> <p>Nearly 50 of the Butler® and Varco Pruden Builder™ dealers have been ranked as 2022 Top Contractors by Engineering News-Record magazine.</p>	
20	What percentage of your sales are to the governmental sector in the past three years	Both the governmental and educational market sectors are extremely important to BlueScope Construction, Inc. We have a dedicated team to ensure the success of these specific markets. Over the past three years, 22.3% of all BlueScope Construction, Inc. sales are in the governmental sector.	*
21	What percentage of your sales are to the education sector in the past three years	Both the governmental and educational market sectors are extremely important to BlueScope Construction, Inc. We have a dedicated team to ensure the success of these specific markets. Of all BlueScope Construction, Inc. 's sales over the past three years, 7.4% were in the education sector. Under our Sourcwell Contract, of sales over the past three years, 33% were in the education sector.	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcwell is our only cooperative purchasing contract. We do not currently hold any state or provincial contracts. We have invested our focus in our Sourcwell Contract and appreciate the loyalty from the Sourcwell team and its Members. We do not have nor are we currently pursuing any other purchasing contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Schedule Contract #GS-07F-093GA Pre-engineered Buildings, Installation and Site Prep, Ancillary Services 2019 = \$3,764,859 2020= \$167,1974 2021= \$1,157,854 2022= \$325,496 (year in progress)	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Borough of Phoenixville 351 Bridge Street, 2nd Floor Phoenixville, PA 19460	Jean Krack Borough Manager ejkrack@phoenixville.org	(610) 933-8801	*
City of Urbana 706 South Glover Avenue Urbana, Illinois 61802	Vince Gustafson Deputy Director for Operations Public Works Department vhgustafson@urbanailinois.us	(217) 384-2342	*
Greene County 35 Greene Street Xenia, OH 45385	Brandon Huddleson County Administrator bhuddleson@co.greene.oh.us	(937) 562-5002	*
Salem Community College 460 Hollywood Avenue Carney's Point Township, NJ 08069	Michael Gorman President mgorman@salemcc.edu	(856) 351-2601 (816) 299-2100 ext. 2601	
El Paso County, Colorado 15 E. Vermijo Avenue Colorado Springs, CO 80903	Becky Schaffstein Procurement Specialist II Finance Services Beckyschaffstein@elpasoco.com	(719) 520-6392 (719) 332-7634 (cell)	

Table 5: Top Five Government or Education Customers

Line Item 25. 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 *	
Borough of Phoenixville	Government	Pennsylvania - PA	Design-build, Turnkey	50,200 square feet total	\$16,313,667	*
Greene County Ohio	Government	Ohio - OH	Design-build, Turnkey	26,565 square feet	\$4,793,049	*
Greene County Sanitary Engineering	Government	Ohio - OH	Design-build, Turnkey	17,500 square feet	\$3,109,960	*
City of Urbana	Government	Illinois - IL	Design-build, Turnkey	25,000 square feet	\$2,034,644	*
Union City Schools	Education	Pennsylvania - PA	Design-build, Turnkey	1,346 square feet	\$475,474	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number

of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>BlueScope Construction, Inc. has several sales forces to promote and secure the use of the Sourcewell Contract across the nation, including Hawaii, Alaska, the U.S. territories, and Canada. These markets are broken down into six regions, which are sold and serviced through our teams, as described below. There is always an overlap between sales and service because the entire BlueScope Construction, Inc. team is focused on customer service. We know that our outstanding customer service ultimately leads to increased sales. Our internal sales force consists of three Business Development Managers, a Proposal and Sales Support Manager, three Senior Sales Engineers, two Preconstruction Managers, the Director of Government Services and the President of BlueScope Construction, Inc. In addition, we have four Project Managers and an Outside Sales Consultant who are all fully versed in educating and selling the benefits and ease of the Sourcewell contract.</p> <p>Our BlueScope brands of Butler Manufacturing™ and Varco Pruden Buildings™ include our second level of sales and service. Seven BBNA plants and five BBNA service centers are spread across the six regions and include both Sales and Service teams of nearly 1,500 employees whose sole focus is delivering exceptional service and delivery. The plants are in Annville, Pennsylvania; Visalia, California; Jackson, Tennessee; St. Joe, Missouri; Evansville, Wisconsin; Rainsville, Alabama; and Monterrey, Mexico. The service centers are in Kansas City, Missouri; Memphis, Tennessee; Pine Bluff, Arkansas; Greensboro, North Carolina, and Mexico City, Mexico.</p> <p>Together, Butler® and Varco Pruden™ employ 20 Business Development Managers/Corporate Account Managers, spread across the United States, who are all focused on developing relationships with current and potential Sourcewell Members. These managers have been and are continually trained in the Sourcewell solution, including our marketing materials for the Sourcewell Contract, and the numerous services we can provide to the Sourcewell Member. In addition, Butler® employs 35 full-time direct Area Managers and Varco Pruden™ employs 31 full-time direct Area Managers, who are spread across the United States. These Area Managers specialize in educating the Builderships and their sales forces in the Sourcewell Contract and other sales features of the brands. Further, our BlueScope Conventional Steel Services division has 10 Regional Sales Engineers that service the Varco Pruden™ and Butler® Builderships along with a Vice President of Strategy and Business Development, all of whom are spread across the United States. All these brand employees specialize in educating and promoting the Sourcewell advantages. Butler® Reroof and Varco Pruden™ Retrofit also provide support to the Area Managers and Sourcewell Members with our retrofit and renovation offerings. Together, they employ 11 Sales Managers and Sales Engineers, spread across the United States, who are fully versed in promoting the Sourcewell Contract. The Lester Buildings (see Table 8) sales force has seven Sales Area Managers and approximately 176 salespeople, spread across the United States.</p>
27	Dealer network or other distribution methods.	<p>Butler® and Varco Pruden™ Builderships are independent general contractors, located throughout the United States and Canada, who are authorized to sell Butler® and Varco Pruden™ products. They both work with BlueScope Construction, Inc. to provide a local connection for Sourcewell Members. These Builderships provide strategic local execution of Projects for Sourcewell Members, utilizing their local designers, subcontractors, trades, and vendors, thereby allowing BlueScope Construction, Inc. to enjoy a national presence and reputation while seamlessly executing on a local level. All Builderships are trained on the Sourcewell offering when initially becoming a builder and are continually trained on the advantages of the Sourcewell offering at Builder Sales Meetings and through webinars, email newsletters, mailed literature, local/regional tradeshow, and joint sales calls with the BlueScope Construction, Inc. sales teams, etc. There are roughly 1,500 third-party Builderships with approximately three salespeople within each Buildership for a Sourcewell selling force of 4,500 as our third level of sales and service. There are 176 Lester Building dealers (see Table 8) throughout the United States, including an installation division for select markets, with approximately one salesperson within each dealer, for an additional selling force of 176 within our third level of sales and service.</p>

28	Service force.	<p>Our success is based upon our culture of strong customer service for both sales and service across our six selling regions. Our service force consists of a North American footprint throughout the seven BBNA plants, the five BBNA service centers, our in-house BlueScope Construction, Inc. Quality Service Department, and our local Builderships. If a Sourcewell Member requires service on a facility after purchase, the Member contacts BlueScope Construction, Inc. directly. Our in-house BlueScope Construction, Inc. Quality Service Department contacts the Sourcewell Member within 48 hours, guaranteed. Then, the local Butler® or Varco Pruden™ Buildership, which originally constructed the facility, will respond to the Sourcewell Member with an in-person visit to the facility. In total, in addition to our in-house BlueScope Construction, Inc. Quality Service Department, we also have all 1,500 Butler® and Varco Pruden™ Builderships, 176 Lester Dealers (see Table 8), and their national network of third-party quality service dealers to respond to Sourcewell Members' service needs. In sum, both during and after completion of facility construction for Sourcewell Members, we recognize the importance of service and staying in touch with the Members proactively. We understand that our business and success, and the success of the Sourcewell offering, relies on strong relationships with and excellent customer service for Sourcewell Members. Such success is achieved by our timely response to any service issue that develops before, during, and after construction, through our multi-layered and expansive service force.</p>
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<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>BlueScope Construction, Inc. utilizes a dual sales cycle process, which includes both (1) the design-build turnkey scope development and (2) the procurement due diligence for the Sourcewell Member. In the scope development phase of this dual sales cycle process, BlueScope Construction, Inc. collaborates with the Sourcewell Member to identify each Member's needs and provides guidance to the Member on decisions impacting design, schedule, performance, and costs. We typically work with a Sourcewell Member's operations or facility staff to develop the scope of work for a proposal and the corresponding proposal amount. We engage our local Builderships and their teams of local design disciplines, subcontractors, and vendors to determine specific local requirements for the Member's facility needs. These steps ensure all expectations of the Sourcewell Member are developed and agreed to in advance, ensuring a quick and easy step into the contract award and execution phases.</p> <p>Concurrent with this scope development phase, we also engage in a procurement due diligence phase as the second part of our dual sales cycle process. For this phase, we team with the Sourcewell Member's procurement and/or legal personnel as they evaluate and compare buying construction through a purchasing cooperative versus the traditional design-bid-build procurement process. Throughout our two previous Sourcewell Contracts, we have developed a helpful team of inside and outside legal counsel and satisfied customers to help new or potential Sourcewell Members evaluate procurement decisions. We offer both aspects of this dual sales cycle to the Sourcewell Member at no cost or obligation. Assigned to and available for each Sourcewell Project, there is always a dedicated BlueScope Construction, Inc. Business Development Manager, Project Manager, and Senior Sales Engineer, who all exhibit an over-the-top, hands-on approach to the ordering process for the Sourcewell Member. Additional personnel and/or resources are also available for the Sourcewell Member depending on the needs of the Project. Please refer to the document uploaded to the "Additional Documents" file within RFP 110822 - Pre-Engineered Buildings with Related Materials and Services Documents to help illustrate the dual sales cycle process.</p> <p>All Sourcewell Contracts are executed through our main BlueScope Construction, Inc. office. As the general contractor, we team with our local Butler® or Varco Pruden™ Builderships in their role of prime subcontractor. This approach provides the best value: national experience and oversight from BlueScope Construction, Inc., and local execution of the work through our local Builderships and dealers. BlueScope Construction, Inc. is Sourcewell's single source contact for execution of work locally, utilizing our national network of nearly 1,500 qualified Butler® and Varco Pruden™ Builderships and 176 Lester Buildings dealers. This is our prime subcontractor standard execution model, detailed in Table 11.</p> <p>Our internal Finance Department maintains all accounting services, roles, and responsibilities for Sourcewell Projects, including the reporting and payment of Sourcewell fees, and accurately and timely providing the quarterly sales data required by Sourcewell.</p> <p>Our design-build, turnkey solution, unlike a material-only solution, provides the Sourcewell Member with a complete one-stop, one-point-of-responsibility facility. Material-only solutions require solicitation and vetting of qualified erectors and other necessary trades by the Sourcewell Member, creating potential animosity between what was purchased and what was constructed and how it is warranted. For that reason, our design-build, turnkey solution protects the Sourcewell Member from unnecessary risk, loss of time, and unanticipated or hidden costs in finding a team to unload and construct materials provided by others. We provide an easier and more beneficial experience for the Sourcewell Member, as demonstrated by our repeat business with numerous Sourcewell Members.</p>
<p>30</p>	<p>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>	<p>The Sourcewell Member with a service question contacts BlueScope Construction, Inc. at our Kansas City, Missouri location, where we have dedicated Project Managers, who are often the same individuals responsible for the original construction of the facility and are readily available to assist any Sourcewell Member needs or requests. We make a commitment to respond immediately to obtain additional information about the service inquiry and determine the best response. If an in-person location visit is required, we immediately contact the appropriate local Buildership, (Butler®, Varco Pruden™, Lester Buildings (see Table 8)) to respond within 48 hours. If needed, our own Quality Services superintendents will travel to the site as well. The value and benefit of local execution through our national brand of Builderships guarantees that warranty and service questions are addressed timely by those local trades and vendors. Our timely response and high-level customer service is paramount to our Sourcewell team and is a key reason many Sourcewell Members return to BlueScope Construction, Inc. for multiple opportunities.</p>
<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.</p>	<p>We are fully able and willing to service all Sourcewell participating entities in the United States. Our product and design-build, turnkey offerings present great flexibility and options for all Sourcewell Members. We will continue to pursue and service all Sourcewell entities.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are fully able and willing to service all Sourcewell participating entities in the Canada as well. Our product and design-build, turnkey offerings present great flexibility and options for all Sourcewell Members. We will continue to pursue and service all Sourcewell entities.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None. BlueScope Construction, Inc. will fully service all geographical areas of the proposed Sourcewell Contract. Our product offering presents time tested and custom facility solutions for all Sourcewell Members in all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. We are not a regional solution; we provide service to all Sourcewell sectors and will continue to fully service all Sourcewell sectors. Our product offering presents numerous options for all Sourcewell Members, and we will continue to pursue all Sourcewell Member entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	BlueScope Construction, Inc., does not have any specific requirements or restrictions for the Sourcewell Members located in Alaska, Hawaii, or other U.S. Territories. We have successfully completed other contracts in Alaska, Hawaii and several U.S. territories and have brand Builderships existing in those markets to service these areas.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	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>Our current marketing strategy with Sourcewell Contract #013019-BlueScope Construction, Inc. has proven to be effective, achieving sales growth of 246% between the 2019 fiscal year, when the contract was awarded, and the 2022 fiscal year, our most recent fiscal year completed on June 30, 2022. We fully intend to continue deploying and growing our internal, external, and Buildership network to participating entities. This substantial growth is primarily due to our successful marketing plan directed at participating entities. We are fully invested in continuing this marketing commitment when awarded another four-year contract with Sourcewell.</p> <p>As part of our overall Sourcewell strategy, we partner with the sales forces of our sister companies, Butler® and Varco Pruden™, as well as their partner sales organizations, a nationwide network of nearly 1,500 authorized Builderships. These local entities provide extended marketing and sales support to secure the use of Sourcewell solutions across the nation, including the U.S. territories, Hawaii, and Alaska, plus Canada. Detailed information regarding the structure of our salesforce, demonstrating our ability to successfully deploy the Sourcewell marketing plan, is provided below and within our response to Question 26 in Table 6.</p> <p>Within 30 days of being awarded the new Sourcewell Contract, we will launch a marketing campaign to announce the award to our existing clients, business development leads, and partner sales organizations (our Buildership network of nearly 1,500 entities nationwide). This campaign will utilize multiple customer-facing touchpoints, including:</p> <ul style="list-style-type: none"> -Creation and distribution of a press release. -Announcement to all members of our national sales force and all partner sales organizations. -Announcement on our six websites, including our primary public website and our gated dealer sites. -Announcements on our multiple social media channels. (We will also encourage our dealers to share the news on their own social media channels to increase reach and awareness.) -Announcement in our monthly e-newsletter to our dealer network. -Announcement in an email distributed to our existing government and education customers. -Display mentions at all government trade shows attended. -Updated literature with new supplier logo and updated contact information. <p>Beyond the initial announcement of the awarded Sourcewell Contract, BlueScope Construction, Inc. makes an exclusive commitment to Sourcewell to market this Contract in</p>

an extensive and ongoing manner to our direct sales teams, partner sales organizations, existing customer, Sourcewell Members, and potential Sourcewell Members. As part of our marketing plan, we will:

-Provide sales management, direct sales teams, and partner sales organizations with training to promote contract utilization. (Training will be conducted in-person and online.)

-Profile facilities that were designed and built utilizing the awarded Sourcewell Contract. These profiles will be turned into marketing collateral pieces that can be utilized by our sales force and our partner sales organizations to promote contract utilization.

-Promote Sourcewell-affiliated projects internally and externally on our corporate websites and social media channels.

-Produce videos of facilities that were designed and built utilizing the awarded Sourcewell Contract to help both partner sales organizations and Sourcewell Members understand the value of the Contract and how to utilize it for Pre-Engineered Buildings and the related design-build services for turnkey construction.

-Update and create additional marketing collateral, including brochures, digital assets, and direct mail pieces that can be leveraged by our partner sales organizations.

-Promote the awarded Sourcewell Contract at annual and biannual conferences with our sales forces and partner sales organizations.

-Promote the awarded Sourcewell Contract at Regional internal sales meetings.

-Update and maintain the dedicated webpage that Sourcewell Members can access through the Sourcewell Awarded Supplier page. (This landing page speaks specifically to Sourcewell Members and how they can leverage this supplier contract.)

-Educate potential Sourcewell Members. (Through our robust partner sales organizations, we may encounter a potential customer who is not yet a Sourcewell Member. Our direct sales teams and partner sales organizations are trained in how to help that customer become a Sourcewell Member, so it can take full advantage of the Sourcewell solutions and utilize our supplier Contract.

-Initiate our marketing measurements and matrix tracking system.

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>BlueScope Construction, Inc. has a comprehensive digital strategy to enhance the Sourcewell Members' experience with our brands. This strategy employs a variety of tools, including multiple websites, social media channels, paid digital display ads, paid digital retargeting, paid social media campaigns, marketing automation for email campaigns, and both short-term executions and long-term nurturing campaigns. Beyond the digital reach of BlueScope Construction, Inc. and our affiliated brands, our partner sales organizations also have a meaningful digital presence in their local markets with websites and social media channels. We support and encourage the promotion of the awarded Sourcewell Contract by these partners, providing them with copy, photos, and other assets, as needed, related to the Contract and the benefits it provides Members.</p> <p>Our digital channels are used to educate Sourcewell Members about the value and advantages of cooperative purchasing through the Sourcewell Contract and how to utilize it for Pre-Engineered Buildings and the related design-build services for turnkey construction. We have published videos, professional photos, behind-the-scenes photos, Sourcewell Member success stories, and a series of webinars.</p> <p>BlueScope Construction, Inc. created an inbound marketing campaign to generate awareness among Sourcewell Members of our previously awarded Sourcewell Contract and how to use it. The goal of this campaign was digital lead generation. We achieved a 700% increase in leads from Sourcewell Members between our 2019 fiscal year, when the current Contract was awarded, and our 2022 fiscal year, our most recent fiscal year completed on June 30, 2022. We will continue to invest in this inbound marketing campaign to generate awareness among Sourcewell Members.</p> <p>We utilize Google Analytics to analyze how users find our websites and how they behave once they are on the website. We are optimizing content and keywords for search engines.</p> <p>BlueScope Construction, Inc. utilizes Salesforce® to manage its customer accounts, contact information, and sales opportunity data. If a sales representative leaves the company, this creates a smoother transition for the Sourcewell Member when the new account manager takes over.</p> <p>BlueScope Construction, Inc. uses the Widen Digital Asset Management system. Via this system, we utilize metadata to organize, share, and create libraries of images, videos, documents, and other digital assets. This leads to workflow efficiencies, increased collaboration, and improved digital experiences on every channel.</p> <p>We comply with privacy regulations and have options for unsubscribing to our emails.</p>
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38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We believe the most success will come from the teams at Sourcewell and BlueScope Construction, Inc. working together to promote our partnership and to service the needs of Sourcewell Members. We would expect Sourcewell to inform its Members of our Contract, when awarded. We ask that Sourcewell assists in making sure our products and services are represented anywhere that Sourcewell currently publishes lists of contracts. We ask that Sourcewell continue to add new Members and provide updated membership lists to suppliers, so we can continue our marketing efforts to drive awareness and education of our Sourcewell Contract among its Members. BlueScope Construction, Inc. participates in some of the same tradeshow where Sourcewell is the main sponsor. We look forward to continued invitations from Sourcewell to attend and exhibit at these tradeshow that provide mutually beneficial opportunities.</p> <p>We appreciate and take advantage of the Sourcewell University training sessions, which many BBNA network Builderships and dealers, as well as internal and external sales teams, have attended. We also value and utilize the training and tools provided by Sourcewell on its website.</p> <p>The support from Sourcewell and our Contract Administrator has been key to our growth under the currently awarded contract. We look forward to continued partnership and collaboration in helping Sourcewell Members understand how to use Sourcewell to buy construction. Additionally, we appreciate and look forward to continued collaboration with Sourcewell on legislative initiatives that support the use of purchasing cooperatives for construction procurement. We ask that Sourcewell continue to provide access to and engagement by our Contract Administrator.</p> <p>Even better than integrating the Sourcewell awarded contract into our sales process, we have created a custom sales process around our current Sourcewell Contract, which starts with lead generation, and continues through due diligence, project execution and finally, the warranty period. BlueScope Construction, Inc. has a team of dedicated Government Services specialists who assist the Butler®, Varco Pruden™, and Lester Buildings (see Table 8) sales forces, their Builderships, and their customers with sales of all kinds. Daily, these team members work with Builderships and Sourcewell Members to answer questions and facilitate use of the Sourcewell Contract. Dedicated Government Services team members include three Business Development Managers, a Proposal and Sales Support Manager, three Senior Sales Engineers, two Preconstruction Managers, and our Director of Government Services. Additionally, we have four Project Managers and an outside sales consultant who are all fully versed in educating and selling the benefits and ease of the Sourcewell Contract.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Although we will review e-procurement possibilities, at this time our offering is not applicable to an e-procurement process. The number of custom, design-build facility solutions we offer, along with the high number of possible needs for facility uses, geographical locations, and local design requirements make it impossible to order a facility online. We strive to make ordering a facility as simple as possible, offering a one-stop-shop for the Sourcewell Member.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>BlueScope Construction, Inc. offers on-site training in the operation and maintenance of all facility equipment for Sourcewell Members. At the Sourcewell Member's request, we can video record the training session and provide copies for later use in conjunction with the Operation and Maintenance Manuals. For each Project, we also provide As-Built drawings, Operation and Maintenance Manuals, all applicable warranties, and a list of contacts for each system. Further, we provide roof maintenance training as part of our standard roof price. In the Fall every year, we send notices to owners identifying the actions required for heavy snow events that may exceed the design capacity of the roof.</p> <p>It is said that 90% of a building's total cost comes AFTER construction, so choosing options that offer long life spans and require little maintenance can have a significant impact on future budgets. Our buildings provide long life cycles with virtually no upkeep or maintenance required. Specifically relating to roofs, the Butler MR-24® roof system and the Varco Pruden SSRTM Standing Seam Roof System last up to five times longer and can reduce roof maintenance costs by 90% when compared to conventional roof materials. Plus, the standard paint finish on all our painted roof panels, wall panels, and trims provide a 25-year warranty protecting against blistering, peeling, cracking, and chipping.</p> <p>For additional details, please refer to the documents uploaded to the "Warranty Information" file within RFP 110822 - Pre-Engineered Buildings with Related Materials and Services Documents.</p>
41	Describe any technological advances that your proposed	<p>BBNA and BlueScope Construction, Inc. ("BlueScope enterprise") are well known as innovators in the Pre-Engineered Building industry. Some of these advances include:</p>

products or services offer.

-Vision. This industry-leading, proprietary estimating and design software allows BlueScope Construction, Inc. to offer a true design-build approach by integrating design and construction services, resulting in better project communication and faster project delivery – saving valuable time and money. Manufacturing data is also directly downloaded from Vision to the production control department to ensure expeditious and accurate fabrication.

-Vibe. This visualization tool allows the owner to view the building before construction begins, allowing virtual walk-throughs to develop a better understanding of the new facility, as compared to simply reviewing drawings and renderings.

-BIM (Building Information Modeling/3D Modeling). Having the capability to utilize BIM 3D modeling technology in the design process allows us to collaborate with subcontractors, other trades, and the Sourcewell Member to detect interferences between building components or member fit up issues during the design phase. BIM is available to Sourcewell Members as a custom line item.

-Guarded Hot Box Panel Assembly Performance Data. Using this technology, actual 8' x 10' roof and wall assemblies are tested in a certified Guarded Hot Box at our Research Center, to provide accurate insulating information. Our Research Center in Grandview, Missouri, accredited pursuant to ASTM C 1363, is one of the very few in the country and the only one in the Pre-Engineered Building industry. This test data allows BlueScope Construction, Inc. and its design teams to conduct a comparative analysis of wall and roof assemblies to meet project-specific energy requirements, using the local energy code and the widely accepted Department of Energy Commercial Compliance Software ComCheck. All this benefits Sourcewell Members by minimizing the long-term operating costs of the facility.

-Research and Testing Center. Our commitment to excellence has created one of the most extensive research and testing facilities in the construction industry. The Research Center is the only, solely owned, functional research facility in the Pre-Engineered Building industry. Our Research Center is devoted to the development and testing of new concepts, products, and practices, as well as testing current practices and products currently in use throughout the industry. Since its inception in 1959, the Research Center has continually grown and evolved into a sophisticated scientific testing complex. The Research Center staff has played an integral part in the development and introduction of products. Research is now underway on virtually all aspects of design, construction, and building materials. The Research Center is charged with the identification and development of new products through applied research, which is accomplished through continuously monitoring developments and activities throughout the Pre-Engineered Building industry. Emphasis is placed on identifying customer needs, evaluating new materials and coatings, and developing basic product design concepts. The Research Center conducts numerous other tests focused on product strength and longevity, such as:

-Full-scale load tests for frames, beams, trusses, and more complex structures.

-An acid rain test that accelerates the effect of acid rain and other acidic environments to predict the long-term performance of a material.

-A wind uplift test to verify roof panels perform in accordance with Factory Mutual, Corps of Engineers, Underwriters Laboratories, and ASTM E1592 test specifications.

-A 1,000-hour paint test that simulates 15 – 20 years of sunlight and dew accumulation.

-Real time tests to validate paint performance for 25 years or longer.

-Testing is performed on a regular basis on all structural elements of the building, including fasteners, bolts, brace rods, and plate steel.

The team at our Research Center has held more than 100 patents, including the first weathertight, standing seam, metal roof in the Pre-Engineered Building industry.

-Butler MR-24® roof system. The MR-24® roof system is the only standing seam roof system where the critical, final 180 degrees of the roof panel seam is mechanically field-rolled to complete a 360-degree Pittsburgh double-lock seam—creating the tightest seam available today. Inside the seam, a factory-applied sealant assures weather tightness in even the most unforgiving conditions. At the ridge, a “seam plug” is installed and filled with sealant to shut off any moisture from entering the seam. Our unique flexible ridge design has concealed fasteners to improve weather-tightness by reducing the potential for roof leaks. For each single exposed fastener, we use in our ridge, our competition uses 50 exposed fasteners. Also, unlike our competitors, our exclusive Lock-Rivet™ fasteners, with factory-punched holes, eliminate the need for drilling on-site, thereby eliminating the metal shavings which can cause rusting. Superior engineering details and minimal use of exposed fasteners reduces the potential for leaks and reduces the overall installation costs.

-Varco Pruden SSR™ Standing Seam Roof. This system provides a mechanically field-rolled

full 360-degree interlocking seam creating a weathertight seal. The patented innovative SSR™ ridge system and exclusive clip design provides a long-lasting, weather resistant roof.

-Butler® Factory Punching. This unique system ensures that all primary and secondary frame members are square and plum, ensuring that the bolt holes for the steel and the skin align perfectly, thereby ensuring weathertightness. No other Pre-Engineered Building Manufacturer offers this technology.

-Butler® MR-24® Roof System Roof Clip and Varco Pruden SSR Roof Clip. The roof clip is the “invisible component” that holds the standing-seam roof panels to the supporting structural members. Because metal roof panels expand and contract with daily and seasonal temperature changes, this clip was carefully designed to provide a positive attachment and allow the roof to move freely up and down the slope. This all means that the roof will not leak due to the wear-and-tear of the contraction/expansion process.

-Staggered Roof Panel Splices. Most manufacturers locate panel splices at precisely the same position across the entire roof. This creates a condition where four panel corners must be joined at the same location, making it almost impossible to seal and keep weather tight. Varco Pruden™ and Butler® stagger the splices to avoid this condition, providing a stronger and superior roof system. No other Pre-Engineer Building Manufacturer offers this technology.

-Splice Support. On wider buildings, roof panels are overlapped, creating a splice. Most manufacturers allow their splices to occur in midair—without direct structural support. Installers and other roof traffic—even the weight of snow—will push down on midair splices and cause strain on the splice, providing the opportunity for the splice to open. Butler® prevents this by designing splice locations to occur directly over supporting steel while still allowing for thermal expansion and contraction of the splice. This results in keeping the roof weather tight. This is accomplished by locating backing plates directly under the panel lap which have factory welded “studs” that protrude upward through factory punched holes in the roof panels. Nuts with serrations are then used to tighten the splice, to prevent the nuts from disengaging. No other Pre-Engineered Metal Building offers this technology.

-Butler Express Mezz™ System. This system provides a fast and easy way to add a mezzanine to a facility. Whether a building owner needs light loads, to accommodate for office space, or heavy loads for storage, the Butler Express Mezz™ System provides flexibility to meet the needs of the owner. Because it is a freestanding system, the mezzanine can be added to an existing structure or a new facility.

-Butler Butlerib II EX™ Wall System and Varco Pruden Panel Rib High-R™ Wall System. These quality wall systems, designed to keep pace with the ever-changing and stringent energy code requirements, also provide a pleasing appearance. This value-engineered, exclusive, and innovative design, which out-performs the energy efficiency of a 2.5” insulated metal panel, works by creating a larger insulation cavity between the structural girt and the wall panel, allowing a single-skin solution to accommodate more fiberglass insulation and improve thermal performance. These wall systems allow for faster installation over an insulated metal panel and superior energy performance while helping keep a customer’s budget in line.

-Butler Shadowall EX™ Wall System and Varco Pruden Vee Rib High-R™ Wall System. These innovative wall systems provide a quality appearance while delivering a tested thermal performance, making it an alternative solution to insulated metal panels. Our exclusive, innovative design creates a larger insulation cavity between the structural girt and the wall panel, which allows a single-skin wall system to accommodate more fiberglass insulation, thereby improving thermal performance. In our accredited Guarded Hot Box testing, these wall systems delivered a superior energy rating that out-performs a 2.5” insulated metal panel, with an impressive 0.047 U-factor. Fully installed, these systems provide an attractive, higher-performing, cost-competitive solution over other insulated wall systems.

-Paint Finishes. BlueScope Construction, Inc. uses a BBNA high-performance finish system made with a Fluoropolymer resin on all exterior-painted products. Available in a variety of colors, this system has set performance requirements for finishes and is the standard exterior finish on all BBNA-painted roof panels, wall panels, and trims. Its 25-year warranty protects against fading, blistering, peeling, cracking, or chipping of the paint finish. For additional details, please refer to the documents uploaded to the “Warranty Information” file within RFP 110822 - Pre-Engineered Buildings with Related Materials and Services Documents. In areas of harsh environmental conditions, such as adjacent to salt water, we will use an alternate finish that can withstand such harsh conditions.

-Butler® Gable Trim. The gable trim from Butler Manufacturing™ is seamed-in with the roof panels rather than fastened to the roof with self-drilling screws, thus resulting in less potential for leaks, roof problems, and maintenance. It is also designed to expand and contract with seasonal temperature changes.

-Steel Rod Bracing. Just as the primary frames are the load bearing elements across the building, the bracing system is the load bearing element along the length of the building. This steel rod bracing does not stretch or sag like wire rope and cable used by competitors, which over time compromises the structural and roof integrity of a building. Over the years, this innovative steel-rod bracing will retain its original strength and tightness.

-Web-Restrained Brace (WRB). WRB is an all-steel bracing member similar to the Buckling-Restrained Brace (BRB) that was developed, patented, and fabricated for use exclusively by BBNA. The WRB test program is described as highly innovative in several publications and conferences, including in the Journal of Constructional Steel Research (JCSR).

-Acrylic Coated Galvanized Secondary Structural. BlueScope Construction, Inc. utilizes BBNA acrylic-coated, galvanized C/Z structural members. This finish is superior to primer paint and provides for a dramatically brighter interior finish than red oxide primer finishes. The acrylic coating also allows for field painting should the customer so desire.

-Scrubolt™ Fasteners. Because other manufacturers do not factory punch their structural steel, they are generally forced to use self-drilling screws to make critical clips and panel attachments. Self-drilling screws leave behind metal shavings that can cause rust problems. Butler® factory punches structural components and uses Scrubolt™ fasteners which have twice the pullout strength of self-drillers, thus improving installation time. To ensure the quality of the fasteners, five fasteners from each lot are tested. If all five perform satisfactory on all tests, the lot is considered satisfactory. If two perform unsatisfactory on any one test, the lot is rejected. If one fastener fails, an additional five screws will be tested, and all five must perform satisfactory on all tests for the lot to be considered satisfactory.

-Torx™ Head Fasteners. To ensure the painted finish remains intact on the head of the fasteners, Torx™ Head fasteners are used in all instances within the Butler® brand. Utilizing the Torx™ Head prevents the stripping of paint, which can occur when a socket slips on a hex head screw, thereby preventing unsightly paint chipping and early corrosion.

-Roof Curb Solution. Studies show 90% of roof leaks are due to poorly designed or poorly installed roof penetrations. Every Butler® roof curb and opening is fully engineered at the factory, so there is no field engineering. Unlike the exposed fastener designs other manufacturers use, the Butler® internal flange design conceals fasteners within the curb, thereby eliminating leaks.

-Sky-Web® Fall Protection and Insulation Support System and SkyLiner® Fabric. A safety development innovated by BlueScope Construction, Inc., Sky-Web protects workers along the leading edge of roof and protects workers below the roof from dropped tools. After construction, it remains in place (virtually invisible) to supply extra support for insulation. This innovation has been developed into a product sold to other Pre-Engineered Builders to help protect their workers. The patented technology of Sky-Web has been featured on Discovery Channel's Frontiers in Construction and Science Channel's Building the Ultimate as "a significant technological advance in construction site safety." Even more important, since the development of Sky-Web®, we are aware of at least 14 workers who have had a fall arrested and serious injury averted thanks to the use of Sky-Web. We also provide a Sky-Web II product which is a larger pattern, roughly a 2-3/4" by 2-3/4" grid. This product also provides leading-edge fall protection and is available for certain applications in addition to the Sky-Web product with its nominal 1/2" square grid.

-Skyliner® Insulation Systems. Provides an energy efficient and bright insulation system for pre-engineered buildings while meeting today's stringent energy standards. Skyliner® has low performance U-factors that save money on heating and air conditioning. Its brilliant white reflective surface makes a building brighter, aesthetically more pleasing, and improves lighting efficiency. This system also meets OSHA requirements for leading-edge fall protection for construction and maintenance workers.

-Butler Classic™ and Varco Pruden Fast-Track™. These two programs offer Sourcewell Members the combined benefits of economical design and fast delivery for Pre-Engineered Building construction. These two options offer building delivery on facilities of low-to- medium complexity in as little as six weeks and apply to a variety of end-use structures from agriculture to commercial, industrial, and warehouse.

-Butler FastRoof® computer software system. This application is used to price Low Profile Metal Over Metal (LPMOM), High Profile Metal Over Metal (HPMOM), Sloped Built-Up, Remove and Replace, and wall envelope systems. The FastRoof® application will create a parts order list that is imported into EZParts (Butler® parts ordering system) to complete the parts order. FastRoof is also used to create Engineered HPMOM, LPMOM, and Sloped Built-Up.

-Varco Pruden VP Roof Top™. This proprietary roof modeling application is used to get a takeoff of material at a discounted price, utilizing Metal over Metal (high and low profile) and Remove and Replace roof projects. VP Rooftop™ is only one option for pricing on reroof applications. Varco Pruden™ also has a dedicated retrofit/estimating team (VP Retrofit) for when Projects are more than just a reroof. VP Retrofit specializes in custom

		<p>building retrofits from the reroof projects, reskinning walls, secondary on new and existing buildings, Slope Build Up, and more.</p> <p>-Fast and Furious. This tool prices Conventional steel and Hybrid Butler®/Varco Pruden™ Steel Frame Members and components to generate a hybrid facility solution of conventional steel and our brand solutions. Conventional steel is manufactured shapes and sizes, modified and assembled onsite, for a building structural solution only. As opposed to Conventional steel, the Pre-Engineered Building is a complete building system, which saves material costs, erection time, and onsite costs. Our Sourcewell Members may have specific needs which require a Conventional-only solution or a Hybrid solution. This tool allows for fast and accurate pricing for such Projects.</p> <p>-Butler Order Track™ and Varco Pruden VP Locate™. These proprietary tools provide order tracking, material management, and on-site material staging in real time. Bar coding on all BBNA components ensures delivery confirmation. The GPS mapping feature of these tools identifies the locations of building materials throughout the jobsite, preventing valuable time loss.</p> <p>-Butler Truss PurlinXT™ and Varco Pruden WideBay™. These are secondary framing members for roofs, which offer a cost-effective alternative to bar joists. These members offer many advantages, including bolted connections that eliminate welding, better strength-to-weight design, spanning capacity up to 60', and a lower-in-place cost, making them an ideal solution for an open concept design, which is often desired by Sourcewell Members. The Truss PurlinXT™ and Widebay™ members are fabricated with an acrylic coated, G-30, galvanized material.</p> <p>-Lester Buildings. Lester Buildings is the leading manufacturer and builder of custom Pre-Engineered, post-frame building systems for commercial, agricultural, and residential purposes. Much like our BlueScope enterprise Pre-Engineered Building solutions, Lester Buildings provides an engineered facility solution. Their facilities include engineered lumber, three foundation solutions, plus they manufacture their own wood trusses up to 120 feet. This engineered solution is designed to provide optimal flexibility for a vast variety of uses and facility needs. They provide a wood frame system which can be clad in metal, wood, and other roof and wall products like masonry to meet a variety of desired appearances. This Pre-Engineered solution results in reduced construction labor costs and saves time overall while ensuring a quality facility for years to come.</p> <p>-AutoDesk® Project Management/Client Interface Software. This tool is a huge benefit to Sourcewell Members as part of our collaborative, transparent, design-build, turnkey solution. This web-based package, available on several platforms (computer, mobile, tablet) allows real time access to Project information for the Sourcewell Member, the design team, subcontractors, trades, and vendors. This tool provides visibility for every facet of a Project, from original documents through final drawings and designs. The Sourcewell Member can decide how much information it would like to access when monitoring the Project. The Sourcewell Member can also download anything it would like to share on its website and/or with the community, including progress photographs, daily reports, safety communication, and overall Project execution. This tool ensures collaboration and effective communication for all Sourcewell Members and their stakeholders.</p>
<p>42</p>	<p>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.</p>	<p>Our approach to sustainability underpins the strength of our organization, taking a balanced view of business objectives, broader trends, and stakeholder interests. The BlueScope enterprise supports the United Nations (UN) Sustainable Development Goals (SDGs), and we align our efforts to these global imperatives to protect and care for people, act responsibly, innovate for shared benefit, and use resources wisely. Our Sustainability Outcomes are aligned to relevant SDGs, as shown throughout our FY2022 Sustainability Report. This Report, and our FY2022 Sustainability Data Supplement, contain examples of how our business and our people support the UN SDGs. Our Sustainability Outcomes reflect our long-term vision to manage our economic contribution, the effect of our operations on the environment, and engagement with our communities. These Outcomes represent the sustainability challenges and opportunities our stakeholders consider most important, and that are critical to our success. Together, these elements define the way the BlueScope enterprise develops, manufactures, and sells steel products and solutions, while building resilience and a capacity to drive a sustainable future. Please refer to the FY2022 Sustainability Report and the FY2022 Sustainability Data Supplement, uploaded to the "Additional Documents" file within RFP 110822 - Pre-Engineered Buildings with Related Materials and Services Documents.</p> <p>The BlueScope enterprise proudly became a participant in the United Nations Global Compact (UNGC) during 2021, as we seek to ensure our business practices respect and uphold human rights and good labor practices, work against corruption, and protect the environment.</p> <p>Steel is central to a circular economy – one where society ensures resources and materials remain in use (and reuse) for as long as possible. Leveraging steel's strength, durability, and recyclability, a circular steel economy is one where our sector's products or parts are designed for effective and long-term application, and then repaired, re-used, remanufactured,</p>

or recycled, rather than discarded. We value the essential steel items we provide and see ongoing value in them beyond their designed life. The steel products we provide today will become the resources of tomorrow. In this way, steel in a Pre-Engineered Building is viewed as more than a single use item – it can be viewed as a materials bank, where components sustain value beyond their initial application. Additionally, the BlueScope enterprise continues to look for opportunities to increase scrap utilization across our steelmaking footprint. In FY2022, the BlueScope enterprise established BlueScope Recycling and Materials as a result of two acquisitions in the United States. When completed, the expansion of our North Star EAF steelmaking facility is estimated to increase BBNA's overall scrap use to over 50 per cent.

Regarding the products we provide, here are some of the more outstanding green sustainable highlights:

-Guarded Hot Box to Provide Accurate Insulation Information. Actual 8' x 10' roof and wall assemblies are tested in a certified Guarded Hot Box at our Research Center to provide accurate insulating information, rather than theoretical data provided by most building product manufacturers. A state-of-the-art, computerized data acquisition system collects information from up to 300 sensors used to measure the temperatures, humidity, airflow, and the total energy consumed during the 3-day test period. The results are expressed as the actual U-factor performance of the assembly. This testing ensures the products we provide deliver the energy efficiency promised. Plus, knowing the accurate thermal performance of the building envelope assures compliance with energy codes. Certifying Agency: IAS (International Accreditation Services)

-Cool Roofs. BlueScope Construction, Inc. offers a wide selection of 25-year color finishes that meet the reflectance and emittance standards established by the energy codes for "cool roofs." These products help lower roof temperatures and thus reduce the amount of energy required to cool the building. Cool roofs also help mitigate the Heat Island Effect, which produces high relative temperatures in urban areas that contribute to smog formation. Solar reflectance data is available for all cool roof colors and the Solar Reflectance Index (RFI). Certifying Agency: Cool Roof Rating Council, Energy Star, and California Energy Commission Title 24 Program.

-Butler Butler II EX™ Wall System and Varco Pruden Panel Rib High-R™ Wall System. These innovative wall systems provide a quality appearance while delivering a tested thermal performance, making it an alternative solution to insulated metal panels. Our exclusive, innovative design creates a larger insulation cavity between the structural girt and the wall panel, which allows a single-skin wall system to accommodate more fiberglass insulation, thereby improving thermal performance. In our accredited Guarded Hot Box testing, these wall systems delivered a superior energy rating that out-performs a 2.5" insulated metal panel, with an impressive 0.047 U-factor.

-Butler Shadowall EX™ Wall System and Varco Pruden Vee Rib High-R™ Wall System. These innovative wall systems provide a quality appearance while delivering a tested thermal performance, making it an alternative solution to insulated metal panels. Our exclusive, innovative design creates a larger insulation cavity between the structural girt and the wall panel, which allows a single-skin wall system to accommodate more fiberglass insulation, thereby improving the thermal performance. In our accredited Guarded Hot Box testing, these wall systems delivered a superior energy rating that out-performs a 2.5" insulated metal panel, with an impressive 0.047 U-factor. s.

-Insulated Metal Panels (IMP) - These exterior insulated metal roof and wall panels offer a steel faced panel separated by an interior polyurethane foam for flexible applications. The benefit of these panels is the energy performance (higher R-value), both the interior and exterior skins are a finished material, plus they provide lower installed labor costs and time savings.

-BBNA Solutions. The BlueScope enterprise uses only structural finishes that meet or exceed current EPA regulations. These solutions use low VOC paints caulks and adhesives.

-Life Cycle. Butler® and Varco Pruden™ Pre-Engineered Building systems have been in existence for over 100 years combined. Most of the metal cladding products provided by BlueScope Construction, Inc. carry a 25-year warranty and require minimal maintenance to last much longer. Properly protected primary and secondary framing members can last indefinitely. This compares exceptionally well with other building materials. Steel is naturally termite and rodent resistant and requires no pesticides or treatment for protection.

43	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.	<p>BBNA, Butler Manufacturing™, and Varco Pruden Buildings™ are proud members of the Metal Buildings Manufacturing Association (MBMA). Since it was founded in 1956, MBMA and its manufacturer members have worked together as partners to further its mission: to conduct research, to help advance building codes and standards, and to educate the construction community. BlueScope Construction, Inc. shares the passion of MBMA to support a strong, sustainable metal buildings industry that meets the needs of building owners and society. As members of MBMA, BBNA, Butler Manufacturing™, and Varco Pruden Buildings™ can make the Environmental Product Declarations (EPDs), which disclose the environmental impacts of a product based on the results of a Life Cycle Assessment (LCA) in addition to other useful information. The MBMA EPDs are third-party validated and are ISO compliant. Some of the EPDs for the products offered by BlueScope Construction, Inc. Are highlighted below:</p> <p>-Primary Structural Steel Frame Components. An assemblage of rigidly connected rafters and columns that support secondary framing members and metal roof and wall panels. Primary frames are built-up using three welded steel plates to form an "I" section. Primary frames may be tapered or straight columns, depending on project needs. This declaration was independently verified in accordance with ISO 14025: 2006. The UL Environment "Part A: Calculation Rules for the Life Cycle Assessment and Requirements on the Project Report," v3.2 (September 2018), based on ISO 21930:2017 and EN 15804 + A1:2013, serves as the core PCR, with additional considerations from the USGBC/UL Environment Part A Enhancement (2017).</p> <p>-Secondary Structural Steel Frame Components. Cold-formed steel "cee" and "zee" shaped purlins and girts used to span the distance between the primary structural steel framing members to support metal wall and roof panels. This declaration was independently verified in accordance with ISO 14025: 2006. The UL Environment "Part A: Calculation Rules for the Life Cycle Assessment and Requirements on the Project Report," v3.2 (September 2018), based on ISO 21930:2017 and EN 15804 + A1:2013, serves as the core PCR, with additional considerations from the USGBC.</p> <p>-Roll Formed Metal Wall and Roof Panels. Single-skin roll formed metal wall panels (through fastened) and roof panels (standing seam and through fastened). Metal panels formed from aluminum/zinc coated or hot-dip galvanized coils and may be bare steel or painted steel. This declaration was independently verified in accordance with ISO 14025: 2006. The UL Environment "Part A: Calculation Rules for the Life Cycle Assessment and Requirements on the Project Report," v3.2 (September 2018), based on ISO 21930:2017 and EN 15804 + A1:2013, serves as the core PCR, with additional considerations from the USGBC.</p> <p>Please refer to the EPDs for each product which are uploaded to the "Additional Documents" file within RFP 110822 - Pre-Engineered Buildings with Related Materials and Services Documents.</p>
44	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.	<p>BlueScope Construction, Inc. is itself a large business. However, we have a successful history working with WMBE and SBE accredited firms. We have a unique relationship with nearly 1,500 Butler® and Varco Pruden™ Builders, who are independent general contractors. Most of these Builders are small business enterprises, some of which are minority owned.</p>

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>BlueScope Construction, Inc. is the industry leader in the Pre-Engineered Building industry through our Butler® and Varco Pruden™ brands. Our resources and builder network significantly separate us from our competition, bringing excellent value to Sourcewell Members. As the only manufacturer and general contractor owned by a steel company, BlueScope Construction, Inc. has direct control over the material supply chain for its Projects. This control over each Project's procurement, design, detailing, fabrication, delivery and building erection provides us with an exceptional opportunity to take ownership of a Project and streamline scheduling.</p> <p>We also provide, at no cost or obligation, a due diligence review of the Sourcewell Members' local laws, which govern the legality of utilizing a design-build, general contract for construction via a purchasing cooperative. Each State has varied regulations governing this type of procurement method. For example, the Wicks Law in New York and the Separations Act in Pennsylvania require a public entity to bid for and contract with certain trades, outside of the prime contract with the design-builder/general contractor. In those situations, BlueScope Construction, Inc. offers an analysis to explain how it can provide construction management services to the Sourcewell Member, in compliance with the local laws, to assist the Member in evaluating the separate trade bids and in overseeing the separate trade contracts. We offer many other similar solutions to Sourcewell Members, demonstrating how a design-build general contract for construction via a purchasing cooperative can comply with each State's unique laws. Through this due diligence, we also support the Sourcewell Members in explaining this procurement method, its legalities, and its advantages, to their own constituents.</p> <p>We have successfully collaborated with Sourcewell Members to help them purchase facilities through the Sourcewell purchasing cooperative. Together, with Sourcewell, we have pioneered the design-build turnkey solution in the purchasing cooperative industry. We have learned from our success with this Contract the various challenges and concerns Sourcewell Members may encounter when purchasing construction through the Sourcewell solution. We have developed and utilized various proven resources, including previously satisfied customers, inside and outside counsel, plus our valued Sourcewell relationships and resources to assist any Member through its due diligence process. We have a successful and proven marketing plan and a completely trained sales force already engaged in the various Sourcewell markets. Based on these assets and our prior success under the Sourcewell Contract, we provide the best, value-added, easy-to-use, procurement experience for Pre-Engineered Buildings, with related materials and services, via a purchasing cooperative contract. We have numerous satisfied prior customers/Sourcewell Members willing to support this conclusion.</p> <p>To our knowledge, we are the only full design-build, turnkey construction solution in the purchasing cooperative industry. To provide this unique offering, BlueScope Construction, Inc. is licensed to do business in all 50 states in the U.S. we have also held licenses to conduct business in Canada in the past, and we are able and willing to quickly re-apply for such a license to conduct business in Canada should the need arise for a Sourcewell Member's Project. We also require all subcontractors working for us to provide their business license. Some U.S. states do not require a separate contractor's license to operate as a general contractor providing construction services; however, over 30 states do. BlueScope Construction, Inc. has a contractor's license in every state in which we do business, where required. we have also held licenses to operate as a general contractor in Canada in the past, and we are able and willing to quickly re-apply for such a license to operate as a general contractor in Canada should the need arise for a Sourcewell Member's Project. We also require any subcontractor working for us to also provide proof of the required contractor's license. The building supplier must also have an engineer licensed where the building will be built. BBNA has the required engineers as direct employees. BlueScope Construction, Inc. also has LEED Accredited Professionals on staff if such services are required. Finally, BlueScope Construction, Inc. is committed to and enjoys a Zero Harm safety culture. As of today, BlueScope Construction, Inc. has not had an MTI (Medically Treated Incident) or LTI (Loss Time Incident) in the past 34 months.</p>
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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 *
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46	Do your warranties cover all products, parts, and labor?	<p>Yes, our industry-standard, one-year installation warranty covers all products, parts, and labor for the entire facility, with a few exceptions, against defects in materials and workmanship. We warrant that all materials and products provided will be new, of good quality, and operate as intended. Additional extended warranties are granted by brands/vendors/subcontractors, including Butler®, Varco Pruden™ and many HVAC and other product suppliers. We will supply copies of these warranties to Sourcewell Members and will facilitate local response and enforcement of said warranties. These warranties typically cover all products, parts, and labor, protecting the Sourcewell Member's investment. For additional details, please refer to the documents uploaded to the "Warranty Information" file within RFP 110822 - Pre-Engineered Buildings with Related Materials and Services Documents.</p> <p>Butler®: For Butler® products provided to a Sourcewell Member by BlueScope Construction, Inc., we present the Member with the Butler® warranty, which guarantees the products supplied by Butler® will be free from defects in material or workmanship for a period of three (3) years from the Shipment Date. Metal paint finishes on Butler® products are warranted for 25 years. For an additional fee, there are other warranties available, such as extending the standard 3-year warranty to a 5-year warranty or extending the weathertightness warranty for up to 25 years. Specific warranty programs are based on the Sourcewell Member's needs. For additional details, please refer to the documents uploaded to the "Warranty Information" file within RFP 110822 - Pre-Engineered Buildings with Related Materials and Services Documents.</p> <p>Varco Pruden™: For Varco Pruden™ products provided to a Sourcewell Member by BlueScope Construction, Inc., we present the Member with Varco Pruden™ warranty, which guarantees the products supplied by Varco Pruden Buildings™ will be free from defects in material or workmanship for a period of three (3) years from the Shipment Date. Metal paint finishes on Varco Pruden™ products are warranted for 25 years. For an additional fee, there are other warranties available, such as extending the standard 3-year warranty to a 5-year warranty or extending the weathertightness warranty for up to 25 years. Specific warranty programs are based on the Sourcewell Member's needs. For additional details, please refer to the documents uploaded to the "Warranty Information" file within RFP 110822 - Pre-Engineered Buildings with Related Materials and Services Documents.</p> <p>Lester Buildings: For Lester Buildings products provided to a Sourcewell Member by BlueScope Construction, Inc., we present the Member with the Lester Buildings warranty, which offers a lifetime warranty against structural failure, combined with the 50-year warranty for preservative-treated materials. The steel panel paint system for Lester Building products is warranted for up to 40 years. For additional details, please refer to the documents uploaded to the "Warranty Information" file within RFP 110822 - Pre-Engineered Buildings with Related Materials and Services Documents.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, there are no usage restrictions on the warranties we provide, other than corrosive environment activities, such as abuse, alterations, or failure to maintain the facility in a commercially reasonable manner. For additional details, please refer to the documents uploaded to the "Warranty Information" file within RFP 110822 - Pre-Engineered Buildings with Related Materials and Services Documents.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, our one-year construction warranty covers the expense of technicians' travel time and mileage to perform warranty repairs.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, there are no geographic limitations on our warranty repairs. For any location within the United States and or Canada where BlueScope Construction, Inc. installs facilities, we provide a warranty. For warranty service in United States or Canada, Sourcewell Members can simply contact BlueScope Construction, Inc. for an immediate response. One of our differentiating strengths is the ability to service a warranty anywhere in the United States or Canada.
50	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 provide the Sourcewell Member with all manufacturers' warranties upon completion of the facility. All warranty service items shall be performed by the original manufacturer as a pass through. We will also act as the liaison to ensure that the Sourcewell Member is satisfied with the appropriate level of service.

51	What are your proposed exchange and return programs and policies?	<p>If we have not installed the facility, products may be returned with the permission of BlueScope Construction, Inc., and shipping instructions, with prepaid transportation charges. Products returned without a manufacturing defect will be subject to a 15% handling charge, together with whatever expense may be necessary to restore the item to salable condition. Products of current design and in salable condition will be considered for credit.</p> <p>If we have installed the facility, such installation requires customer-specific goods and services, which cannot be returned and placed back onto a shelf for re-sale. But, because of the collaborative design-build process between us and each Sourcewell Member, changes or problems are typically caught before delivery and installation of the facility. We respectfully do not incur return or exchanges in this situation.</p>	*
52	Describe any service contract options for the items included in your proposal.	We typically are not asked to provide a service contract for future maintenance of a facility, as facilities provided and installed by BlueScope Construction, Inc. are designed and constructed to enjoy a long lifespan, requiring little maintenance or upkeep. Because of the specific need for each Sourcewell Member's unique solution, we do not offer a blanket listing of service contract options. As we collaborate on the design-build solutions with each Sourcewell Member, the Member will identify any elements or appurtenances which may require a service contract, and we will offer those specific services to meet the Member's needs.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	BlueScope Construction, Inc. typically provides net 30 days or less payment terms or any applicable Prompt Payment Act requirements. Some Sourcewell Members may require special terms and payment methods, based upon their funding and/or budgetary needs, which we can often accommodate.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	BlueScope Construction, Inc. has identified a strategic relationship with NCL Government Capital to provide leasing and/or finance options to Sourcewell Members. BlueScope Construction, Inc. and NCL Government Capital are committed to assisting Sourcewell Members with their leasing or financing needs.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	The BlueScope Construction, Inc. Standard Transaction Document samples show actual, current documents used on a recently awarded Sourcewell Contract in Illinois. These industry standard documents are indicative of our Sourcewell solution and are provided to illustrate the ease of use for the member to buy construction through a purchasing cooperative. The tools and associated standard procedures demonstrate the value-added empowerment for the Member, ensuring they maintain control throughout the project. Please refer to the "Standard Transaction Document Samples" file within RFP 110822 - Pre-Engineered Buildings with Related Materials and Services Documents.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	BlueScope Construction, Inc. accepts the P-card procurement and payment process, subject to modification, based on the fees imposed by the individual P-card requirements for specific aspects of our offering (e.g., material-only sales). Due to the nature of design-build construction, the Sourcewell Member should preferably identify its anticipated utilization of the P-card procurement and payment process upfront, during initial discussions of the contract scope with BlueScope Construction, Inc.	*

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 *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell	Each Sourcewell Member has unique facility needs and a desired solution, which cannot be summarized in a "price list" or a "SKU." To meet the infinite varieties of each Sourcewell Member's needs	

discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.

for a facility type, use, shape, size, color, function, design criteria, local codes, local conditions, local infrastructure, project requirements, etc., BlueScope Construction, Inc. provides a design-build, turnkey solution, which saves the Sourcewell Member time and money while ensuring a quality Project. This design-build procurement method is far superior to the traditional design-bid-build procurement method, which can be lengthy and costly. Moreover, this solution utilizes a best value. Unlike the traditional design-bid-build procurement methods, we do not bid low to win the job and then "change order" our way to a profit. Instead, we provide a firm price because we understand the Sourcewell Member and the importance of its funding and budget restraints. BlueScope Construction, Inc. provides a transparent, collaborative process for each Sourcewell Member, specific to its individual needs. The Sourcewell Member is always involved in the scope development and associated pricing for each Project, making our procurement and delivery method easy to use while providing several levels of value. To assist the Sourcewell Member in understanding the benefits of and evaluating the price reasonableness of this solution, our pricing model consists of two elements: the Ceiling Price and the Firm-Fixed price. Below, we succinctly define both pricing elements. To help illustrate how the Ceiling Price and the Firm-Fixed price compare to determine price reasonableness of the design-build, turnkey, best value, solution, please refer to the three pricing examples uploaded to the "Pricing" file within RFP 110822 - Pre-Engineered Buildings with Related Materials and Services Documents.

The Ceiling Price Definition:

To establish the Ceiling Price, BlueScope Construction, Inc. utilizes a mix of our proprietary product pricing software for the Pre-Engineered Building shell and the industry standard RS Means pricing database for the balance of the related materials and services necessary for the Project. This Ceiling Price is then compared to the Firm-Fixed price to help the Sourcewell Member evaluate price reasonableness. The Firm-Fixed price will always be below the Ceiling Price.

The Ceiling Price for the Pre-Engineered Building Shell:

BlueScope Construction, Inc. uses proprietary, computerized pricing systems to calculate the price for a Pre-Engineered Building shell (primary and secondary frame members, bracing, plus the roof and wall paneling) based upon the location, building codes, structural loads, etc. that are specific to each Sourcewell Member's needs. These systems provide computerized pricing for an exceptionally wide variety of Pre-Engineered Buildings, including educational, commercial, community, aviation, or industrial facilities. All these building shells can be fully priced using these computerized pricing systems, which are further explained below.

-Butler Advantage® and VP Command®. These computerized systems, driven by Vision, price both Butler® Steel Frame Pre-Engineered Building, Wall Systems, and Roofing Systems and the Varco Pruden™ Steel Frame Pre-Engineered Buildings, Wall Systems, and Roofing Systems. Butler Manufacturing™ and Varco Pruden™ offer a factory-direct purchase price to BlueScope Construction, Inc., which avoids double or triple markup, and typically allows us to provide to the Sourcewell Member an approximate 15% discount off the facility shell, including exterior doors and windows, during normal economic conditions.

-Fast and Furious. This computerized system prices Conventional and Hybrid Butler® and Varco Pruden™ Steel Frame Members and Components. This solution incorporates both a conventional steel solution and a hybrid steel solution, which is a combination of conventional steel and a Pre-Engineered steel solution from Butler® or Varco Pruden™. We offer this pricing system to the Sourcewell Member, which provides a factory-direct purchase price, with the very same benefits as described in the paragraph above.

-Varco Pruden™ VP Roof Top®. This tool is a proprietary roof modeling application used to generate materials for specific reroof solution at a discounted price utilizing Metal over Metal (high and low profile) plus Remove and Replace. The Ceiling Price of this solution is calculated by using the Varco Pruden™ VP Rooftop® price plus a coefficient of 1.10.

-Varco Pruden™ Retrofit. The dedicated Varco Pruden™ Retrofit team specializes in custom building retrofits for reskinning walls and roof envelopes, including secondary steel for new additions or for existing facilities. The Ceiling Price of this solution is calculated by using the Varco Pruden™ Retrofit price plus a coefficient of 1.10.

-Butler FastRoof®. This application software is used to price Low Profile Metal Over Metal (LPMOM), High Profile Metal Over Metal (HPMOM), Sloped Built Up, Remove and Replace and wall envelope systems. The FastRoof® application will create a parts order list that is imported into EZParts (Butler® parts ordering system) to complete the parts order. FastRoof is also used to create engineered HPMOM, LPMOM, Sloped Built Up solutions. The Ceiling Price of this solution is calculated by using the Butler FastRoof® price plus a coefficient of 1.10. *

-BlueScope Conventional Steel Services. The BlueScope enterprise can design and supply conventionally framed steel buildings and hybrid facilities, which bring together the benefits of both Pre-Engineered and conventional systems. The Ceiling Price of this solution is calculated by using the Butler FastRoof® price plus a coefficient of 1.10.

-Lester Improv™. This system prices Post Frame (Wood) Lester Buildings Pre-engineered Building Systems. BlueScope Construction, Inc. is a licensed Lester Buildings dealer, which allows it to offer wood frame and overhead door solutions to Sourcewell Members. BlueScope Construction, Inc. receives a reduced price on Lester Buildings products via dealer pricing offered to it by Lester Buildings. The Ceiling Price of this solution is calculated by using the Lester Buildings dealer price plus a coefficient of 1.10. This solution can be combined with several other facility shell solutions such as steel, masonry, etc. to generate a hybrid solution that is specific to each Sourcewell Member's needs.

These computerized pricing systems are used in our commercial practices to calculate wholesale/distributor or Buildership pricing. Pricing is updated periodically, and new versions are issued when pricing or other changes occur. In most cases, the software is typically updated 2-3 times per year.

The Ceiling Price for Related Materials and Services (Site Preparation, Installation, and Design-Build, Turnkey Solutions): Our design-build, turnkey solution for Pre-Engineered Buildings includes related materials and services, such as site preparation and installation, and, for not cost or obligation, due diligence services, such as budgets and preliminary scope development for new construction and renovations.

To determine the Sourcewell Member's Ceiling Price for related materials and services, such as site preparation and installation, etc., BlueScope Construction, Inc. utilizes the RS Means Online Square Foot Cost pricing system. This online pricing/estimating tool is an industry standard database service where users input facility requirements and the pricing is returned, based upon location, codes, and other market requirements, so that price reasonableness can be determined. This process generates a protected RS Means Ceiling Price. The RS Means Ceiling Price is used to develop a design-build, turnkey "base" Ceiling Price for the specific facility needs for the Sourcewell Member.

BlueScope Construction, Inc. uses the RS Means pricing data to generate the Sourcewell Member's specific Ceiling Price as follows:

-The RS Means pricing for the structural shell is replaced with discounted MSRP structural shell price to calculate the overall design-build, turnkey Ceiling Price.

-Many, if not most, government projects require prevailing wage conditions. The "prevailing wage" unit prices and/or adjustments are incorporated into the Ceiling Price per the Sourcewell Member's needs.

-All RS Means prices are adjusted to consider the actual location of the project, using the RS Means adjustment factors. A multiplier

of 0.95 is applied against the location-adjusted RS Means price to calculate the Ceiling Price for the Sourcewell Member.

-The on-line RS Means pricing service, utilized by BlueScope Construction, Inc., is updated quarterly. Please refer to sample Ceiling Prices in Pricing Examples uploaded to the "Pricing" file within the RFP 110822 - Pre-Engineered Buildings with Related Materials and Services Documents.

The Firm-Fixed Price:

To ensure the desired need, quality, and project budget of each Sourcewell Member is met, BlueScope Construction, Inc. works closely with each Sourcewell Member to generate a specific scope, utilizing our local Builderships, including their local teams of design disciplines, vendors, suppliers, and subcontractors. This team collaborates with BlueScope Construction, Inc. and the Sourcewell Member to provide a project proposal with a Firm-Fixed Price. The proposal's Firm-Fixed Price shall be below the Ceiling Price, as described above, and is typically inserted into the draft contract and reviewed by the Sourcewell Member's procurement team. This Firm-Fixed Price is a best value solution resulting from the collaborative effort with the Sourcewell Member, BlueScope Construction, Inc. and its Builderships. Using this pricing method for a design-build, turnkey project, Sourcewell Members typically avoid the usual high number of change orders, overruns, delays, and sub-standard quality that is to be expected when using a traditional design-bid-build delivery and pricing method. To help illustrate how the Ceiling Price and the Firm-Fixed Price compare to determine price reasonableness of the design-build, turnkey, best value, solution, please refer to the pricing examples uploaded to the "Pricing" file within RFP 110822 - Pre-Engineered Buildings with Related Materials and Services Documents.

58 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.

Discounts for the Pre-Engineered Building Shell:
BlueScope Construction, Inc. provides wholesale pricing to the Sourcewell Member for the various facility shell solutions. We provide approximately a 15% discount off the facility shell, including exterior doors and windows, based upon the specific product solution, during normal economic conditions. This discount applies to the Butler® and Varco Pruden™ Steel Frame Pre-Engineered Building, Wall Systems, and Roofing Systems. Additionally, the facility is sold factory direct to the Sourcewell Member at a discount, avoiding the traditional multiple markups of manufacturer, to dealer, to contractor, and then to owner.

Discounts for Related Materials and Services (Site Preparation, Installation, and Design-Build Turnkey Solutions):
The design-build, turnkey solutions we offer vary from Sourcewell Member to Sourcewell Member and need to need. Therefore, we cannot quote a specific discount for these services, but we often receive feedback from Sourcewell Members who report a quantified time savings of several months and an overall cost savings of up to 15% to 20% using this procurement method, depending upon the Sourcewell Member's needs such as scope of work, complexity, etc.

59 Describe any quantity or volume discounts or rebate programs that you offer.

In addition to the above-described discounts, BlueScope Construction, Inc. offers a standardized discount program as an additional benefit to Sourcewell Members who procure an identical facility for multiple locations. This is a cost savings we have successfully provided to other entities and shall continue to promote to Sourcewell Members. As one example, we have provided a state agency/Sourcewell Member with 27 facilities, resulting in significant cost savings.

This program offers an additional 6-10% discount over a single facility purchase through elimination of repetitive design costs, engineering, and detailing for identical facilities. This discount is also based upon scope and project complexity. Various or differing facility features such as electrical, plumbing, non-bearing walls, sidewalks, parking areas, etc. that do not affect the structural design of the facility can be added to the standardization program scope and can be individually quoted without affecting lead times. Additionally, we can offer a discount on the General Conditions for projects that can be executed concurrently and are not too far apart. We work with the Sourcewell Member to help them save time and money because we are aware of their funding/budget constraints.

60	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.	The actual quantity and variety of needs required by each Sourcewell Member dictates the extent and complexity of products, materials, and services provided by BlueScope Construction, Inc. for a particular Project. A Sourcewell Member may seek to include a multitude of other options and accessories within our design-build, turnkey solution. Because each solution is tailored to each Sourcewell Member, we can accommodate those requests. In such case, BlueScope Construction, Inc. will obtain current, local prices for the additional materials, ancillary services, site preparation, or installation necessary for the completion of the facility. All such items will be identified and itemized to the Sourcewell Member and priced on a Cost Plus a percentage basis.	*
61	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 no acquisition costs that are not included in our detailed Firm-Fixed Price proposal/contract solution. Throughout the collaborative due diligence process, the scope development, and the overall design-build, turnkey solution, the Sourcewell Member is engaged and made aware of all Project requirements, thereby eliminating surprises relating to roles, responsibilities, or costs.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All domestic freight, delivery, and shipping costs are identified and included within our Firm-Fixed Price proposal and contract. If a portion of the scope of the work was not shipped or was damaged in shipping, BlueScope Construction, Inc. will remedy the situation at no additional cost to the Sourcewell Member. BlueScope Construction, Inc. facilities are custom designed and manufactured for each project and as such are not able to be returned.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Offshore delivery will follow the same pricing procedure as described above for our domestic projects. There will be some variation in shipping methods due to offshore destinations.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	To date, BlueScope Construction, Inc. has been the only design-build, turnkey supplier under this Sourcewell Contract. BlueScope Construction, Inc. has a unique offering that saves the Sourcewell Member time and money while ensuring it receives a quality facility. Unlike anyone else in the industry, we act as both the manufacturer and the contractor, who execute the work at the local level through a national network of nearly 1,500 authorized, licensed, strategically aligned, brand Builderships. The Sourcewell Member benefits from our national presence, as a contractor who can provide a factory-direct, discounted price on the BlueScope enterprise building components we offer, in combination with local execution and presence, via our Builderships, before, during, and after construction. This single-source solution eliminates finger pointing between the constructor, designer, manufacturer, and trades. As a contractor and manufacturer, we offer a unique sourcing and delivery method that is unmatched in the market. We have utilized this execution tool successfully throughout our first seven and one-half years on the prior and current Sourcewell Contract. We have been awarded approximately \$155,000,000 for roughly 76 Sourcewell contracts since receiving our first four-year Sourcewell Contract in 2015, all without default. Further, for over 30 years, through our GSA Schedule Contract, we have successfully executed over 1,100 design-build, turnkey projects for over 40 different government agencies, without litigation, termination, or liquidated damages.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>BlueScope Construction, Inc. offers a Firm-Fixed price, best value solution consisting of our blended Pre-Engineered Buildings and the related materials and services. Our unique, transparent, and collaborative design-build, turnkey process empowers the Sourcewell Member through scope development and finalization of the contract scope and price throughout this easy, value-added process allows us to deliver our Sourcewell solution across the United States and Canada.</p> <p>BlueScope Construction, Inc. offers the Sourcewell Member a Ceiling Price, which is generated using industry standard pricing tools. The Ceiling Price is compared against our Firm-Fixed price, to assist the Sourcewell Member in its due diligence and price reasonableness considerations.</p> <p>We provide our best price to Sourcewell Members, depending upon complexity and scope our offer is significantly lower than the price we offer to state and local government, education, and nonprofits under our commercial division.</p> <p>Please refer to the three pricing examples, which are uploaded to the "Standard Transaction Document Samples" file within RFP 110822 - Pre-Engineered Buildings with Related Materials and Services Documents, to help illustrate the firm-fixed price proposal, the Ceiling Price, and the design-build contract.</p>

Table 13: Audit and Administrative Fee

Line Item	Question	Response *

66	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.</p>	<p>The verification process/policy used by BlueScope Construction, Inc. to ensure proper proposal pricing for Members and quarterly reporting and fee payments to Sourcewell is described as follows:</p> <p>Pricing: Following the due diligence process and development of the scope of work with the Sourcewell Member, we collaborate with the Sourcewell Member on a detailed proposal for the design-build, turnkey solution. At that time, we develop Ceiling Pricing, using the applicable pricing tools and software, to ensure the proposal pricing adheres to the Sourcewell Contract requirements. Also, prior to submitting the proposal to the Sourcewell Member, we conduct an internal review of the proposal, as a fail-safe, to confirm that the proposal pricing complies with the Sourcewell Contract requirements. When then archive the Ceiling Price, the final Firm-Fixed Price, the supporting proposal documents, and the Final Contract.</p> <p>Award: As described above, there is a due diligence period when BlueScope Construction, Inc. and the Sourcewell Member work together to establish all scope requirements including contract terms. Prior to the award, a final internal review is conducted by the BlueScope Construction, Inc. Execution Team, including the legal review of the contact documents. Each division, including engineering, execution, accounting and legal, make a final review of the proposal to ensure all requirements are included, including necessary contract terms, scope, freight costs, taxes, fees, contractor licenses, bonding, insurance, the Sourcewell fee, etc. The documentation from this process is also archived for future access.</p> <p>Execution: The BlueScope Construction, Inc. Project Manager is responsible for the execution portion of the Project with the Sourcewell Member. In addition to holding all responsibility for the progress of the work, the BlueScope Construction, Inc. Project Manager coordinates the actions of our internal team, including accounting, engineering, manufacturing, legal, etc. The BlueScope Construction, Inc. Project Manager will submit the Progress Payment Applications to the Sourcewell Member, pursuant to the Sourcewell Contract terms. In addition, the internal Financial Group for BlueScope enterprises and the legal department of BlueScope Construction, Inc. maintain additional oversight throughout the life of the Project.</p> <p>Payments: The BlueScope Construction, Inc. Project Manager will submit all Progress Payment Applications and invoicing to the Sourcewell Member, pursuant to the Sourcewell Contract terms. Each approved Progress Payment Application and invoice will be filed for future audit. The processing of any and all payments, including fees, taxes, licenses, and the Sourcewell quarterly fee payments and documentation, per the Sourcewell Contract, are overseen by the Financial Group for the BlueScope enterprise. The Financial Group for the BlueScope enterprise will also reconcile and close out the Project, creating documents that will be on file for future audits.</p>
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67	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>We currently utilize internal metrics to measure the success of the Sourcewell Contract and will continue to do so if awarded this next four-year contract. We evaluate Sourcewell achievements against our annual marketing and business goals. Our internal and external sales forces are also measured against their individual Sourcewell goals.</p> <p>Our entire BlueScope enterprise, including Butler® and Varco Pruden™, utilizes SalesForce to track and manage our Sourcewell opportunities and success rates. We track all Sourcewell proposals, both in quantity and dollar amounts, plus we track the number of Sourcewell Contracts awarded or "orders entered" to track and measure our success.</p> <p>We also engage our Sourcewell Members and brand Builderships in post-Project reviews to gauge customer satisfaction and ensure repeat business. The BlueScope Construction, Inc. sales force and the Butler® and Varco Pruden™ sales forces are incentivized to promote Sourcewell sales and track metrics surrounding Sourcewell leads and sales.</p>
68	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.)	<p>When we are successfully awarded our third Sourcewell Contract, we will continue to provide the two percent administration fee directly to Sourcewell for the benefits and support it provides to BlueScope Construction, Inc. as a Supplier, and for the support it provides to Sourcewell Members.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>BlueScope Construction, Inc. exclusively provides a broad range of design-build, turnkey solutions for new construction, renovation, repairs, and restorations of all types of buildings and facilities for the Sourcewell Member. Additionally, we work with Sourcewell Members to aid in their due diligence, budgeting, source funding, and feasibility for our broad range of solutions.</p> <p>As the pioneers in providing Pre-Engineered Buildings and related materials and services for this Sourcewell Contract, and throughout the purchasing cooperative market, we deliver the premier construction solution of the two founding Pre-Engineered brands in the industry - Butler® and Varco Pruden™. Additionally, we are the only manufacturer and contractor/installer for Pre-Engineered Buildings who can also provide wood frame, brick and mortar, concrete, and conventional steel solutions for the Sourcewell Member. This broad range of offerings includes, but is not limited to:</p> <p>Construction Product Solutions Offering:</p> <ul style="list-style-type: none"> -Pre-engineered Metal Building Solution. Pre-Engineered Metal Buildings are constructed using steel built up sections which are designed and fabricated in BBNA facilities and assembled at the construction site using bolted connections. Pre-Engineered Metal Buildings can be adapted to suit a wide variety of structural applications, the greatest economy being realized when standard details are utilized. An efficiently designed Pre-Engineered Metal Building can be lighter than a conventional steel building by up to 30%. A lighter- weight building equates to less steel and potential price savings in structural framework. BlueScope Construction, Inc. is fortunate to be sister companies with the two leading brands in the metal building industry, both of whom offer complete building packages as well as reroof and retrofit options: Butler® Steel Frame Pre-engineered Building and Varco Pruden™ Steel Frame Pre-Engineered Buildings. -Brick and Mortar solutions. The commonplace usage of the phrase "Brick and Mortar" came about with the introduction of the internet and the presence of retailers that exist purely online rather than operating in a physical store. Therefore, brick-and-mortar construction solutions can include an assembly of almost any construction materials, such as studwall framing (wood or steel), roof trusses and traditional wall surfaces (brick, stucco, wood, etc.), as well as traditional roof coverings (asphalt shingles, wood shingles, metal, etc.). Any of the construction solutions provided by BlueScope Construction, Inc. easily fall into this category. -Concrete and Precast construction solutions. Precast cladding panels are a versatile construction method that professionals use for both aesthetic and load-bearing

purposes. The Precast panels are fabricated in factories and transported to the construction site, where construction professionals attach them to the outside of the building's frame.

-BlueScope Conventional Steel Services. This BlueScope enterprise group is a resource for BlueScope Construction, Inc. on design-build, turnkey projects where framing is not part of the pre-engineered system. Through Butler Manufacturing™ and Varco Pruden™ and BlueScope Conventional Steel Services, BlueScope Construction, Inc. can design and supply conventionally framed steel and "Hybrid" facilities that bring together the benefits of both pre-engineered and conventional systems.

-Hybrid Wood frame and Steel. BlueScope Construction, Inc. offers "Hybrid" facilities that can be framed with a combination of multiple construction materials, such as wood frame and steel, as an example. By utilizing each material where it performs best, we have satisfied the requirements of Sourcwell Members in the past and will continue to do so in the future by always looking for the best "In Place Cost" for every project.

-Lester Buildings. BlueScope Construction, Inc. has worked with Lester Buildings throughout our 30 years on the GSA Schedule, plus all our previous Sourcwell Contracts. This teammate has been in business since 1947 and provides a wood frame, metal or wood clad, Pre-Engineered Building solution which enhances our various other Sourcwell offerings, including "Hybrid" wood, steel, and masonry solutions. The Lester Buildings wood frame building systems are constructed using columns and trusses that are engineered, prefabricated components, and are installed at the Project site. Wood frame structures create a durable, economically-built structure, ideal for anything from a garage, animal shelter, wastewater treatment facility, event center, workshop, salt storage, or fairground facilities. Wood frame structures do not require pouring a continuous foundation, which simplifies the construction process and reduces construction time, while still ensuring a quality, long lasting facility with lower overall cost.

-Wood frame construction solutions. As part of our broad offering, we also provide wood frame or stick-built facility solutions. Occasionally, a Sourcwell Member will request a wood frame solution as a standalone facility or a "hybrid" blend solution, depending on facility type and use. In these instances, we can design a Pre-Engineered Building solution through our design-build capabilities in which we procure the framing product locally and avoid shipping costs. This type of solution is also available for renovation and restoration needs.

Construction Services Solutions Offering:

-Design-Build, Turnkey. Includes the design and construction of all components required for a complete Project. Under this delivery method, all building elements can be provided, including the architectural and engineering design of the entire facility and all the CSI Divisions of construction disciplines, such as mechanical, plumbing, electrical, concrete foundations, finishes (dry wall partitions, ceilings, doors, windows, carpeting and paint), furnishings and specialty equipment. After construction, the Sourcwell Member has a complete, fully permitted, and functioning facility.

-Material and Erection. Includes the design, fabrication, and installation/erection of the building shell, including structural frame, secondary framing and supports, roof and wall panels, insulation, and doors and windows. This service would be used if the Sourcwell Member wanted to use a different general contractor for the project and only purchases the building shell erected through the Sourcwell Contract.

-Material Only. Includes the design and fabrication only of the building shell, including structural frame, bracing, secondary framing, roof and wall panels, insulation, and doors and windows. Under this delivery method, the product is shipped to the site ready for installation by the purchaser's authorized erector or contractor.

-Renovation and remodel solutions. Includes additions and/or any modifications or change-of-use modifications to existing facilities, which can be performed under a design-build, turnkey method, allowing for delivery of a complete Project from the beginning to the end of the process and including all elements of construction.

-Reroof solutions. Includes an analysis of existing roof system as well as the structure, design, fabrication, and installation of a new metal roof system, including the required structural supports. This system eliminates the yearly maintenance expenditure necessary for conventional roofing systems and provides a new high-performance roof that is guaranteed not to leak or deteriorate. This system can be used to replace existing metal roofs or any conventional roofing system.

-Ancillary Services. Our Ancillary Services are defined as any and all design necessary for the successful completion of a design-build, turnkey project. These

		<p>include but are not limited to all engineering design disciplines, site/infrastructure, mechanical, electrical, plumbing, fire suppression, geotechnical investigations, analysis of in situ soils conditions, foundation system and paving recommendations, landscaping, utility and storm water and site drainage designs. These services also include investigating all requirements such as development plan, platting, and local government approval process management, plus the architectural design services necessary for the successful completion of all building systems and finishes.</p>
70	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Turnkey Design Build Solution: -Due diligence services and cost budgeting -Pre-construction -Permitting and Certificate of Occupancy -Geotechnical Investigations and Recommendations -Architectural Design -BIM (Building Information Modeling) -LEED Solutions -Mechanical, Electrical, Plumbing, Fire Suppression, Communications, Security, Control Systems, and Structural (including foundations, subterranean and super structure) -Value Engineering -Total Cost of Ownership -Construction -Post-construction system commissioning and training</p> <p>Pre-engineered Metal Building Solution: -Building design, detailing, manufacturing, and delivery -National and local building code compliance -Energy Code Conformance -Long term, low overall cost -Roof System -Wall systems -Insulation systems -Certified Guarded Hot Box tested Roof and Wall systems -Value engineered framing layouts -Designs that assist in reduced erection schedules -Erectable steel sequence deliveries</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
71	Steel frame buildings;	<input checked="" type="radio"/> Yes <input type="radio"/> No	BlueScope Construction, Inc. provides steel framed buildings through both our Butler® and Varco Pruden™ brands at a discounted, factory-direct price to the Sourcewell Member through our unique design-build, turnkey solution as both manufacturer and general contractor. This includes design, manufacturing, and construction of a complete Project, which provides an added value, long-term solution for the Sourcewell Member.
72	Wood frame metal buildings;	<input checked="" type="radio"/> Yes <input type="radio"/> No	BlueScope Construction, Inc. has worked with Lester Buildings throughout our 30 years on the GSA Schedule, plus all our previous Sourcewell Contracts. Lester Buildings has been in business since 1947 and offers a wood frame, metal or wood clad, Pre-Engineered Building solution which enhances our various other Sourcewell solutions and offerings, including a “hybrid” solution of wood, steel, and masonry. Wood frame building systems are constructed using columns and trusses that are engineered, prefabricated, and installed at the site. Wood frame structures create a durable, economically built structure for a variety of uses by Sourcewell Members. Some wood frame structures may utilize nontraditional foundation systems, which simplifies the construction process and lowers overall costs for a high-quality facility that will last for years.
73	Hybrid wood and steel buildings;	<input checked="" type="radio"/> Yes <input type="radio"/> No	BlueScope Construction, Inc. offers “hybrid” facilities that can be framed with multiple construction materials, such as both wood and steel framing with a multitude of steel, wood, or masonry roof and wall materials. By utilizing each material where it performs best, we have satisfied the requirements of Sourcewell Members in the past and will continue to do so in the future by always looking for the best “In Place Cost” for every project.
74	Precast concrete;	<input checked="" type="radio"/> Yes <input type="radio"/> No	BlueScope Construction, Inc. has incorporated precast concrete cladding panels, which is a versatile construction method that design professionals utilize for both aesthetic and load-bearing purposes. The Precast panels may be cast onsite or fabricated in factories and transported to the site, where tradesmen attach the panels to the outside of the building’s frame for a low maintenance, long lasting facility.
75	Prefabricated buildings;	<input checked="" type="radio"/> Yes <input type="radio"/> No	BlueScope Construction, Inc. offers prefabricated buildings for a myriad of Sourcewell Members’ facility needs. Prefabricated buildings can be adapted to suit a wide variety of applications.
76	Services complementary to the solutions described in Line 71-75 above, including design build services, site preparation, installation, demolitions and disposal of existing structures, inspection, repair, and maintenance. However, this solicitation should NOT be construed to include “services only” solutions.	<input checked="" type="radio"/> Yes <input type="radio"/> No	BlueScope Construction, Inc. specializes in providing unique and flexible design-build, turnkey solutions, which can include Cost Budgeting Services, Geotechnical Investigations and Recommendations Services, Architectural Design Services, Engineering Design Services (structural, mechanical, electrical, plumbing, and fire suppression), Site Civil Design Services, Landscape Services, Storm Water and Site Drainage Design Services, and Utility Services, etc.

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

Line Item 77. 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."
 - [Pricing](#) - Pricing Examples 11-8-22.zip - Tuesday November 08, 2022 09:12:36
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Monday November 07, 2022 12:04:43
 - [Marketing Plan/Samples](#) - Marketing Plan Samples.zip - Tuesday November 08, 2022 09:20:18
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Information.zip - Tuesday November 08, 2022 09:55:47
 - [Standard Transaction Document Samples](#) - Standard Transaction Documents Samples 11-8-22.pdf - Tuesday November 08, 2022 09:54:38
 - [Upload Additional Document](#) - Additional Documents.zip - Monday November 07, 2022 13:19:17

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Pre-Engineered_Buildings_RFP_110822 Tue November 1 2022 11:49 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Pre-Engineered_Buildings_RFP_110822 Thu October 20 2022 10:22 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Pre-Engineered_Buildings_RFP_110822 Mon October 17 2022 11:02 AM	<input checked="" type="checkbox"/>	2