



**Solicitation Number: RFP#091319**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Britespan Building Systems Inc., 688 Josephine Street North R.R. #1, Wingham, ON Canada N0G 2W0 (Vendor).

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

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

**1. TERM OF CONTRACT**

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

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

## **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

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

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

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

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

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

## **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

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

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

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

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

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

## **11. LIABILITY**

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

## **12. AUDITS**

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

## **13. GOVERNMENT DATA PRACTICES**

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

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

#### **14. INTELLECTUAL PROPERTY**

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

#### **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

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

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

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

#### **16. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **17. FORCE MAJEURE**

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

#### **18. SEVERABILITY**

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



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

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

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

## **21. COMPLIANCE**

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

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

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 24. CANCELLATION

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

Sourcewell  
DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 10/30/2019 | 9:44 PM CDT

Britespan Building Systems Inc.  
DocuSigned by:  
By: Ben Hogervorst  
81F4A77301AA446...  
Ben Hogervorst  
Title: CEO  
Date: 11/8/2019 | 3:24 PM CST

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



# RFP 091319 - Fabric Structures with Related Materials and Services

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## Vendor Details

Company Name: Britespan Building Systems Inc.  
688 Josephine St North, R.R. #1  
Address: Wingham, Ontario N0G 2W0  
Contact: Mike Wimmer  
Email: mwimmer@britespanbuildings.com  
Phone: 715-297-9487  
HST#: 809853054

## Submission Details

Created On: Monday August 05, 2019 12:34:40  
Submitted On: Friday September 13, 2019 12:45:00  
Submitted By: Steve Burke  
Email: sburke@britespanbuildings.com  
Transaction #: 7bebf34-dcc2-4519-b18f-e6142c026ecb  
Submitter's IP Address: 216.46.134.223

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Britespan Building Systems Inc.
2	Proposer Address:	688 Josephine Street North, R.R. #1 Wingham, ON, Canada N0G 2W0
3	Proposer website address:	www.britespanbuildings.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Ben Hogervorst CEO 688 Josephine Street North, R.R. #1 Wingham, ON, Canada N0G 2W0 800-407-5846 Ext 251 bhogervorst@britespanbuildings.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Wimmer Director of Business Development 425 Orbiting Dr. Suite A Mosinee, WI 54455 715-297-9487 mwimmer@britespanbuildings.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Steve Burke Vice President of Finance 688 Josephine Street North, R.R. #1 Wingham, ON, Canada N0G 2W0 800-407-5846 Ext 229 sburke@britespanbuildings.com

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Brief History of founders of Britespan Building Systems Inc.</p> <p>In 1995 Ben Hogervorst became a dealer for Cover-All Building Systems out of Saskatoon, Saskatchewan, Canada. He, his staff, and sub-dealers quickly became Cover-All's largest dealership and maintained that status through to 2010 when Cover-All (Corporate) went into receivership in April of 2010. In June of 2010, Ben Hogervorst and partner Rob Stute created Britespan Building Systems Inc. Britespan Building Systems Inc quickly became the building of choice and the company has been awarded many achievements including Canada's 2016 Small Business of the Year award which is presented to a company "displaying industry leadership, profit, growth and customer satisfaction". Other recognition includes Ontario Manufacturing Entrepreneur of the year finalist in 2017, 2018 and 2019 as well as a member of Canada's Top 500 Fastest Growing Companies in 2016, 2017, and 2018.</p> <p>Starting with a 1,200 sq ft rented warehouse to manufacture in, Britespan has expanded three times, and is now on 12 acres of land with 2 manufacturing facilities and a distribution center. Britespan manufactured and sold over 350 buildings in 2018 through a network of dealers across North America, UK, Europe and Japan. Employing 95 people, Britespan is one of Wingham Ontario's premier manufacturing employers. 2019 marks Ben Hogervorst's 24th year in the industry.</p> <p><b>Core Values</b></p> <p>Britespan's core values have been critical to our success. At the foundation of our organization it is essential we operate with Integrity, Honesty, Discipline and Respect for all those within our supply chain. Additionally, through collaboration with our customers, service providers, suppliers and employees we ensure the most optimum solution can be provided.</p> <p><b>Business Philosophy</b></p> <p>Britespan's ability to service our clients is a key driver within our organization. Knowing what the customer wants and optimizing that experience through customization, ease of order processing, expedited service and on time delivery – Service. Our goal being to understand what our customer's needs are and exceed any expectation throughout the entire supply process.</p> <p>The creativity of our technical organization allows us to satisfy concepts and objectives beyond the reach of our competitors and bring concepts to fruition for our clients. With our dealer network around the world we are able to supply installation services around the world. Our field of experts in many industries can provide excellent ancillary consultative services to the customers in all aspects of their building and contracting needs.</p> <p>Please refer to Appendix 1, Video 1 - Britespan Corporate Introduction, Video 2 - Britespan's Story, and Video 3 - Welcome to our Wingham Site</p>

8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Britespan offers the most diverse line of pre-engineered tension membrane buildings in the industry. We provide structures with widths ranging from 24-300' wide in a number of different profiles to satisfy almost every building need. In addition to the standard profiles we also offer our rigid beam line that offers unlimited flexibility and customization. While Sourcewell members currently have access to Atlas, Super Atlas, Apex, Easy Access and Magnum lines using the attached price lists, the Epic, Genesis and Rigid beam lines are also available but are all quoted by job only. See Appendix 8.1.</p> <p>Series overview:</p> <p><b>Non-Engineered E series</b> This is our economy/ agricultural series of structures with widths ranging from 30-72'. These buildings are not engineered but offer all of the great characteristics of our engineered line up at a lower price point.</p> <p><b>Atlas series</b> The Atlas series is our most popular selling profile with widths ranging from 24-80'. These buildings can be engineered to any current building code and offer a number of innovative features that set them apart from our competition.</p> <p><b>Super Atlas series</b> The Super Atlas series was designed for bulk storage applications where large widths and high clearance is needed. This line incorporates widths ranging from 80-108'.</p> <p><b>Apex Series</b> The Apex series is available in widths ranging from 53-100'. It mirrors many of the Atlas features but offers a modified gable profile with taller clearance in the middle of the building.</p> <p><b>Easy Access</b> The Easy Access series is a line designed for the municipal market. It is the only engineered side entry building in our industry. It offers easy access for trucks and equipment down the entire length of the building. The Easy Access series is available between 38-67' deep.</p> <p><b>Genesis series</b> The Genesis series was created to offer a wider profile with increased height at the center of the building. It is offered in widths ranging from 60-200' wide.</p> <p><b>Epic series</b> Similar to the Genesis line, the Epic offers large spans but incorporates I-beam legs for more side wall clearance and height variability. It also offer eaves as standard giving it a very appealing profile. It is offered in widths ranging from 80-140' wide.</p> <p><b>Magnum Series</b> The Magnum was designed for high snow load applications. This building excels in snowloads in excess of 50 psf. It offers unmatched sidewall and center height clearance. It is offered in widths ranging from 66-80'</p> <p><b>Rigid Beam Series</b> The Rigid Beam series was created to offer unmatched flexibility. Everything can be customized on this series to truly fit any application possible. This series is offered in any width up to 300' wide without any center bearing columns.</p>	
9	What are your company's expectations in the event of an award?	<p>Britespan expects to be able to service a larger demographic of clients beyond the large group we are currently servicing. We expect that our offering will generate interest among your members as we have product profiles that are beyond your existing contract holders. This will allow more diversification and provide your members a high quality, cost effective solution to many of their building needs.</p>	
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Appendix 10 includes the following documents to support the company's financial strength and stability:</p> <ul style="list-style-type: none"> <li>• Externally prepared financial statements for fiscal years ending July 31, 2018 and 2017</li> <li>• Current Credit Agreement along with a reference letter from the Bank of Montreal</li> <li>• A Certificate of Insurance providing evidence of the required liability coverage</li> <li>• Evidence of current project bonding capabilities (up to \$2M per project with a total limit of \$6M) - our Surety provider, Intact Insurance Company, has indicated they are flexible to increase those limits, as required</li> <li>• Reference letters from our top suppliers of raw materials, components and galvanizing services which clearly indicate our commitment to paying our supply base according to established payment terms</li> </ul> <p>Britespan has been named by the Canadian Business Magazine in the top 500 fastest growing Canadian companies for the past 3 years (measured in terms of sales growth).</p>	
11	What is your US market share for the solutions that you are proposing?	Based on 2018 sales, our U.S. market share is estimated at 10%-15% of our industry.	
12	What is your Canadian market share, if any?	Based on 2018 sales, our Canadian market share is estimated at 15%-20% of our industry.	
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	

14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Britespan is a manufacturer who utilizes a direct sales force combined with a second to none dealer network to provide building solutions in the U.S., Canada and around the globe. Our on-staff Business Development Managers are engaged daily with our dealerships for an uninterrupted conduit for sales and service. With constant training and innovation, we are seen as the experts in the building industry. This education is passed on to our clients as well as many current Sourcewell members via a thorough Continuing Education program that we offer on an ongoing basis to educate them on what is changing in the industry and what to watch out for. This system allows us to be able to connect with Sourcewell members and offer them far more than just a building solution. We focus on finding the best solutions incorporating labor and long-term usage into the equation which saves them a great deal of money in the total ownership.</p> <p>Our dealer network is the most experienced and most tenured group in the industry. This network is comprised of 52 independent authorized dealers offering many levels of service ranging from drop shipping to full turn key solutions and everything in between. Due to the vast experience of this group, they can also offer service solutions to most brands of buildings. Britespan keeps in constant contact with this dealer network on a daily basis to make sure they are offering service that is second to none. We also host three conferences per year that are focused on keeping them educated with the changing marketplace. Our entire network also remains connected via monthly webinars. This means that Sourcewell members will have a local one stop shop for all of their building needs coupled with a premier manufacturer leading them. Britespan has invested in Microsoft Dynamics as our Customer Resource Management tool. This allows us to stay aligned with our dealers and ensure that Sourcewell members are provided with the best customer service available.</p>
15	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Copies of all Certificates outlined below are attached.</p> <ul style="list-style-type: none"> <li>• AWS (American Welding Society) Certified to AWS B5.17 and QC17 Standards. Requires re-certification and external auditing every three years. Appendix 15.1</li> <li>• CSA A660 – standard requires that the manufacturers’ production facilities, staff and quality assurance systems be certified by an independent certification agency. Requires a yearly re-certification. CSA A660 Certification requires compliance to CSA S367 for our fabric manufacturing facility. Appendix 15.2</li> <li>• CWB (Canadian Welding Bureau) Certification for Fusion Welding of Steel to CSA Standard W47.1. CWB Certification requires testing of all welders. All welders hold current and valid welding tickets. Appendix 15.3</li> <li>• CE Mark – Certified and audited to BS EN-1090. Requires surveillance audits and re-certification audit every three years. Appendix 15.4</li> <li>• Building Materials Evaluation Committee for the Province of Ontario in Canada. The Building Materials Evaluation Commission (BMEC) is a regulatory agency authorized under the Building Code Act, 1992 (BCA). It has a mandate to conduct or authorize the examination of materials, systems and building designs for construction. BMEC Authorization is an examination of the company and manufacturers Quality Control (factory and onsite), drawings, design calculations and material test results. We have just recently completed the renewal process with BMEC which is valid for five years. Appendix 15.5</li> <li>• JIS (Japanese Industrial Standard). Britespan is currently working towards receiving this accreditation. While it is not required to sell into Japan in general, there are certain government programs which require JIS certification to benefit the end consumer. Only accredited members are eligible to put the JIS Mark on their products. All certification bodies accredited for the JIS Marking System must be compliant with ISO/IEC 17065. We are targeting a completion date of March 2020.</li> </ul>
16	<p>Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.</p>	<p>We have never had a suspension or disbarment of any sort.</p>
17	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Fleet storage facilities                  Vehicle maintenance facilities                  Salt and sand storage buildings                  Water treatment buildings                  Waste transfer stations/ tipping floors                  Recycling buildings                  Vehicle washing buildings                  Disaster relief buildings                  Event/ entertainment buildings                  Sporting facilities                  Port buildings                  River terminals                  Airplane hangars                  Aircraft maintenance facilities</p>

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Britespan Announced as EY Entrepreneur Of The Year 2019 Award Finalist July 11, 2019 - Britespan Building Systems Inc. is proud to be announced as an EY Entrepreneur Of The Year 2019 award finalist in Ontario for a third year.</p> <p>Across global markets, this year’s 42 Ontario finalists currently employ 17,080 people and generate annual revenues of almost \$5 billion.                  Appendix 1 Blog 1</p>

Britespan makes PROFIT 500 2018 list  
September 13, 2018  
Appendix 1 Blog 8

Britespan Selected as 2018 Entrepreneur of the Year Ontario Finalist  
July 20, 2018 - The EY Entrepreneur of The Year™ 2018 Ontario awards program honors the visionaries who dare to think differently to pioneer new solutions, combinations and possibilities. See Appendix 1 Video 4 and Blog 3

This year, Ernst and Young is recognizing 46 finalists across 9 categories for their entrepreneurial spirit, unyielding high standards and commitment to purpose-driven leadership that together is fueling tomorrow's growth. Britespan was one of four finalists in the manufacturing and building supplies category.

Britespan Relocates Ontario Operations to Wingham Site  
June 18, 2018 - As of June 18, 2018, Britespan moved our Ontario administration office from Lucknow, Ontario to our newly constructed facility at 688 Josephine Street North, Wingham. The 32,000 square foot building houses Britespan's state-of-the-art fabric buildings & structures facility, and now all of our administrative departments.

This is the third operating facility that Britespan has added to their Wingham site. In addition to the fabric and administration office, Britespan's manufacturing and distribution facilities are in the same vicinity.  
Appendix 1 Blog 2

Britespan makes PROFIT 500 2017 list  
September 14, 2017  
Appendix 1 Blog 9

Britespan Opens State-of-the-Art Fabric Facility  
September 5, 2017 - As Britespan Building Systems Inc. (Britespan) prepares to meet their rapid global growth, the company has once again expanded their manufacturing facilities to include an in-house fabric facility.

Located in the same vicinity of Britespan's manufacturing and distribution facilities in Wingham, Ontario, the 32,000 square foot state-of-the-art facility will convert 12-foot-wide rolls of high-quality polyethylene fabric into fabric roofs and end walls used for their steel framed structures.

Using the latest equipment and technology, the facility is a fully insulated modified Britespan Epic building series with in-floor heating. The insulation and in-floor heating ensure temperature control within the building, allowing for the highest quality fabric welds, resulting in a longer lasting product.

The new facility will improve Britespan's overall manufacturing process by reducing lead times and creating less risk for communication error between the multiple departments and facilities. The in-house facility will also enable better cost control, a value that can be shared with the customers.  
Appendix 1 Blog 4

Britespan First Fabric Building Manufacturer in North America Achieve CE Marking  
October 11, 2016 - Britespan Building Systems Inc. (Britespan) has become the first and only fabric building manufacturer in North America to have achieved the CE Marking, indicating excellence in product quality control processes and permitting sale in Europe.

Achieving the CE Marking of fabricated structural steelwork permits Britespan to sell their products in any country of the European Union. Britespan's robust expansion into Europe sets the company apart as a truly world class manufacturer of quality steel framed fabric buildings. This expansion also ensures long term employment for existing staff and presents new job opportunities for the local community.  
Appendix 1 Blog 5

Britespan makes PROFIT 500 2016 list  
September 15, 2016  
Appendix 1 Blog 10

Britespan Launches Seventh Building Series & Opens New Facility  
August 24, 2016 - Britespan Building Systems Inc. (Britespan) has launched their seventh building series, the Rigid Beam building series, to the fabric building market. Britespan is now the only company in the fabric building industry to offer a complete product line to the market, engineering and manufacturing the widest line up of building profiles, as well as both a webbed truss building solution and an I-beam building solution.  
Appendix 1 Blog 6

Britespan Announced as 2016 EY Entrepreneur of the Year Finalist  
July 8, 2016 - Ernst & Young LLP (EY) is recognizing an impressive group of Ontario entrepreneurs for their financial performance, vision, leadership, personal integrity and entrepreneurial spirit. On July 6, 2016, the firm named 50 finalists of 165 nominees across 10 categories in its EY Entrepreneur of the Year Ontario 2016 awards program.  
Appendix 1 Blog 7

		<p>Britespan Takes Home 2016 Canadian Small Business of the Year Award - March 11, 2016 - To celebrate some of Canada's most accomplished small business owners, the AIR MILES® Reward Program hosted the third annual Small Business Achievement Awards, presented by Bank of Montreal.</p> <p>This year, there were more than 1,500 applications from across Canada that would ultimately result in five winners. From start-ups to established enterprises, this year's honourees shine a spotlight on Canada's entrepreneurial spirit and outstanding talent across five key categories: Small Business of the Year, Start-Up of the Year, Innovation of the Year, Social Responsibility, and Young Entrepreneur of the Year.</p> <p>The awards dinner was held on Monday, March 7, 2016 and allowed the winners to meet each other, network, and meet the judges and their mentors. Britespan was honored to accept the 2016 Small Business of the Year Award. Appendix 18</p>	
19	What percentage of your sales are to the governmental sector in the past three years	<p>Britespan's 2018 sales to the government sector as a percentage of total revenue was 16% (43% of which was in Canada and 57% in the U.S.).</p> <p>Britespan's 2017 sales to the government sector as a percentage of total revenue was 12% (59% of which was in Canada and 41% in the U.S.).</p> <p>Britespan's 2016 sales to the government sector as a percentage of total revenue was 9% (54% of which was in Canada, 38% in the U.S. and 8% internationally).</p>	*
20	What percentage of your sales are to the education sector in the past three years	<p>The education sector represented less than 1% of sales in 2018.</p> <p>The education sector represented less than 1% of sales in 2017.</p> <p>The education sector represented 2% of 2016 sales, all in Canada.</p>	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>We currently hold a state contract for West Virginia, the average volume on this has been about \$190k per year.</p> <p>We were awarded a 4 year contract for the city of Seattle covering all municipal entities. This contract amount is estimated at 1.4 million per year.</p>	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not hold any GSA contracts	*

#### Table 4: References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Town of Champlain	Casey Dickinson	315-782-8130	*
Region of York	Tushar Patel	877-464-9675 ext 75328	*
Million Air Medford, OR	Dan Zahnow	541-944-6049	*

#### Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Ohio Department of Transportation	Government	Ohio - OH	Supply and installation of multiple buildings across several sites.	\$100,000	\$1,600,000	*
Provincial Government	Government	ON - Ontario	Supply and installation of multiple buildings across several sites.	\$100,000	\$900,000	*
Province owned utilities	Government	BC - British Columbia	Supply and installation of buildings across two sites	\$40,000	\$200,000	*
State of New York	Government	New York - NY	Supply and installation of multiple buildings across several sites.	\$75,000	\$700,000	*
Michigan Department of Transportation	Government	Michigan - MI	Supply and installation of multiple buildings across several sites.	\$100,000	\$1,000,000	*

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
25	Sales force.	Britespan is set up to meet the needs of your members across the United States, Canada, and around the globe. Our sales force consists of 52 authorized dealers and eight on-staff Business Development Managers (BDM) that completely canvas both countries. These BDM's are well versed in the construction industry and understand all aspects of the building process. They look to develop site-specific solutions that will provide the best value to the project instead of just selling buildings.
26	Dealer network or other distribution methods.	Our first and best approach to your members are our local installing authorized dealers. These companies are the anchor for Britespan. They provide a local presence which has proven to be a successful model by the number of repeat customers these dealers generate. It also provides something that no current Sourcewell vendor in our industry offers in such a magnitude. That is local installation and service after the sale. Other competitors bid out projects to a vast list of installation contractors. Often times the low price wins and there is little to no vetting process which results in projects requiring rework. Once this subcontracted crew leaves the site, it is rare they ever come back regardless of the problems. This is not a challenge in our network as we have a very strict vetting process before signing our dealers on as partners. This is followed by the best training in the industry. To take it a step further, it is not uncommon for someone on our corporate team to visit projects to ensure the clients are being provided with the highest level of customer service from our dealers.
27	Service force.	The above information also carries over to the service side of our industry. Our dealer network is able to service above and beyond the Britespan product line. One of the best attributes we have is that we are a family run organization. If we have a dealer in the field and they run across a new challenge, they can immediately share this across the network to provide an expeditious resolution to the challenge from others that may have had a similar experience.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Britespan is a service driven company from our front line dealers through our managers on to our internal staff. Depending on the need, customer service can be delivered in any number of ways from quoting through installation and everything in between. Should a need arise, the dealer is always the first point of contact. They are capable of handling a majority of situations. Whether it be a permitting question, maintenance inquiries or so on, these experts are there to assist whenever needed. If the dealer is unable to handle the scenario, they will involve the Business Development Manager who will see it through to completion.</p> <p>We strive to handle most scenarios the same day but commit to a 24 hour turnaround on communication. We are extremely prompt as anything less is not acceptable. Some circumstances may be better handled internally by the corporate office. We know the value of the human connection so when you call our office during business hours you reach a live person. I cannot stress enough our commitment to providing exceptional service.</p> <p>As for incentives, during our International conference we have several awards we give to dealers who consistently provide exceptional service. One is for the dealer who has sold to the most repeat customers, another is our 5 star award where one of the 5 pillars is customer service and the last is for International Dealer of the year. These awards are sought after and helps keep the dealers focused on customer service.</p> <p>Internally, when exceptional service is noticed or somebody sends a note or email, that employee is praised within the organization. This commitment to service does set us apart from some of our competitors.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are fully capable of servicing the entire area that Sourcewell covers geographically.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are fully capable of servicing the entire area that Sourcewell covers geographically. We are also fully capable of supplying to any market segment under the Sourcewell umbrella.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	There are no specific contract requirements for Hawaii or Alaska or anywhere else in the US or Canada. All of our buildings are engineered site specific to the local building code.

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your	Britespan's marketing strategy will be comprised of several marketing tools and strategies, including digital marketing and nurturing strategies, articles and customer stories, and traditional marketing such as print media and tradeshow.

marketing materials (if applicable) in the document upload section of your response.

The detailed marketing plan to promote Britespan's contract opportunity with Sourcewell is as follows.

#### Website Promotion

Britespan will actively promote its partnership with Sourcewell as an awarded vendor on their corporate website. The promotion will include a Sourcewell call to action icon on the homepage header of their website. See Appendix 32.1 for mock up sample..

The branded call to action will take Britespan's website visitors to a landing page dedicated to Britespan's relationship with Sourcewell, the advantage of choosing a Sourcewell awarded vendor, as well as how to become a Sourcewell member or vendor, and the benefits of doing so. See Appendix 32.2 for mockup sample.

By having more than a logo or icon on our website, or a mention of being an awarded vendor buried in our website content, we are provided with the opportunity to truly leverage how working with a Sourcewell awarded vendor can help organizations work more efficiently.

#### Email Marketing

All contacts identified as Sourcewell leads and opportunities will be included in a variety of targeted email marketing and nurturing campaigns. These campaigns will allow Britespan to engage with prospective customers even further, continuing to develop relationships with them, and will help identify their needs from Britespan as a Sourcewell awarded vendor.

Targeted nurturing campaigns will be created based on the specific organization type, building requirement, or stage in the buying journey.

For example, a school (Sourcewell member) inquires about a vehicle storage building:

- Email 1 is an informative article about fabric buildings for vehicle and equipment storage, speaking to the benefits and opportunities for operational improvements
- Email 2 is a link to view similar building projects to inspire them
- Email 3 is to hear from like-industry building customers and about their experience, including member stories from Sourcewell/Britespan customers
- Email 4 is an article about the benefits of choosing a Sourcewell awarded vendor
- Email 5 is a link to download the industry brochure
- Email 6 is inviting them to speak with a local expert

This guided approach moves away from traditional "push" sales and marketing tactics and allows the customer to choose a supplier that really understands their needs, their operations, and who they can build a trusted relationship with.

#### Blog Articles

Informative and educational articles are the best way to add authority and validity to any product, service or relationship. Britespan will write a variety of blog articles targeted towards the Sourcewell member, and potential members, and will speak to the partnership benefits, unique to the Sourcewell members' organization type.

For example, Britespan will write an article targeted towards government public works departments salt storage needs. The article will include the benefits of a fabric building for salt storage, and why this sector should choose a Sourcewell awarded vendor for their salt storage building supplier.

When available, the articles will include customer stories from Britespan/Sourcewell customers. The stories will speak to the customer's experience with both companies, why it was important for them to choose a Sourcewell awarded vendor, and how that decision has positively impacted their organization.

Links to the Sourcewell landing page on Britespan's website will be included in all related blog articles, offering another opportunity for potential customers to find more information about becoming a member or vendor.

To leverage these articles even further, they will be shared across all of Britespan's social media channels, promoted in email and nurturing campaigns, and with Britespan's website subscribers/followers.

#### Direct Mail Campaigns

Britespan will development targeted direct mail postcard campaigns sent to the Sourcewell membership database, using the mailing addresses and other relative member information provided by Sourcewell.

These postcard campaigns can be aligned with Britespan and/or Sourcewell events, tradeshow, or other member initiatives to help promote the initiative and Britespan as an awarded vendor.

See Appendix 32.3 for mockup sample.

#### Lunch and Learns and Webinars

With access to the Sourcewell member's contact list, Britespan will provide onsite lunch and learn presentations unique to the member. The lunch and learn sessions will allow Britespan to effectively connect with the Sourcewell member and help identify the right building solution for their unique organizational specifications and budget.

Lunch and learn sessions will be held at the preferred location of the Sourcewell member and will be



open to all relevant attendees and decision-makers as identified by the member.

Britespan will also develop exclusive webinars for the Sourcewell members. These webinars will be developed in industry-specific segments to ensure the best and most applicable content possible.

For example, a webinar will be developed uniquely for nonprofit organizations. This webinar would focus on how fabric buildings can provide a variety of storage and shelter building solutions, but also how nonprofit agencies can leverage a pre-engineered fabric building over conventional building types, keeping budget, grants, and financing in mind.

In both marketing and communications methods, the benefit and promotion of the Sourcewell relationship and awarded vendor designation will be woven throughout the messaging and content.

#### Tradeshows

Britespan exhibits at over 40 national and international tradeshows per year, some of which are tradeshows attended by Sourcewell members. In addition to continuing to build a strong presence at these tradeshows, Britespan will also welcome exhibiting at Sourcewell-endorsed national trade shows.

Pre-show campaigns, onsite campaigns, and post-show campaigns can be created to target the Sourcewell member, and potential members.

#### Examples of pre-show campaigns

- Social media communication across all Britespan channels promoting Britespan's presence at the show, along with a welcome to come and visit our booth. Sourcewell awarded vendor logo and copy included.
- A targeted pop-up icon on Britespan's website promoting tradeshow presence. Sourcewell awarded vendor logo and copy included.
- Targeted email campaigns – direct email campaign sent to Sourcewell/Britespan contacts with notifications of our presence at the show.

#### Examples of onsite show campaigns

- Promotion of Sourcewell and being a Sourcewell awarded vendor will be represented through literature and logo/icon display.
- Live on-site social posts and videos, promoting show presence and mention of being a Sourcewell awarded vendor. See Appendix 32.4 for mockup sample.

#### Examples of post-show campaigns

- Targeted campaigns to show attendees, including:
  - Email campaigns
  - Invitation to lunch and learn sessions
  - Direct mail postcard campaigns

#### Print Media

Britespan will design and produce full-color print and digital advertisements for both the Sourcewell directory, other Sourcewell approved publications and Britespan advertisements published in applicable trade magazines. Advertisements will include the Sourcewell awarded vendor logo, contact information for Britespan, as well as a link to Britespan's Sourcewell landing page.

See Appendix 32.5 for mockup sample.

<p>33</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Britespan uses a wide variety of digital marketing tools, channels, and platforms to market our own product line. We intend to utilize all those same strategies and tools to market our relationship and contract opportunity with Sourcewell, to their growing number of members, and potential members and vendors.</p> <p>Britespan uses the following digital tools and platforms as part of their marketing strategies.</p> <p><b>Social Media</b> Social media presence is woven throughout our company. This is our main platform for sharing news, initiatives, and more importantly, to establish a personal connection with our customers and potential customers.</p> <p>For Britespan, it is vital that we maintain a consistent voice, corporate message, and focus of helping our end users to find the right building solution for their operations today, tomorrow and for years to come.</p> <p>With our growing following of nearly 30,000, social media will continue to act as a primary platform for sharing, connecting, and growing.</p> <p><b>Digital Marketing</b> Britespan invests substantially in digital marketing and search engine optimization strategies and tools to grow our business and build on our brand and presence in the storage and shelter building solution market.</p> <p>From North America wide Google AdWords pay per click campaigns to continual improvements and development to our own website, and marketing automation platforms, Britespan's digital marketing strategies are robust and part of Britespan's ongoing success.</p> <p><b>Search Engine Optimization</b> Britespan's website is fully optimized for search engines from device accessibility to meta tags, descriptions, page titles, linking strategies and the user experience. Britespan stays a step ahead of most websites and companies today and makes the necessary website updated regularly to adapt to all of Google's algorithm updates, large or small.</p> <p>In addition to keywords, our website content is written using statistical browser search phrases. That means that the Britespan website is being displayed to browsers who are looking for our product solution specifically, rather than a variation that may lead a browser to a webpage that does not address their challenges or building needs.</p> <p>New to our website, Britespan will be implementing geo-zoning capabilities through a multi-site network. This allows us to target our website marketing efforts to specific states, provinces, and territories across the world, depending on our business strategies and areas we would like to focus our growth on.</p> <p>The multi-site webpages are "out of the box" webpages fully optimized for SEO and will be applied to all participating dealer websites. The webpages will have a geo-zoning capability, boosting organic SEO for Britespan and the dealer in the dealer's specific geographical territory.</p> <p>Britespan will control the content, messaging and brand used on the pages, providing the ability to promote our Sourcewell relationship from a local perspective. For example, an engineer or purchaser located in Ohio searched for pre-engineered buildings. Britespan's webpage targeted for Ohio and surrounding area will be displayed as a local search result for that search term. The listing will take them directly to Britespan's webpage that displays the Sourcewell logo, as well as relevant information to pre-engineered structures.</p> <p>Please see Appendix 1 - Testimonials</p>
<p>34</p>	<p>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>	<p><b>Sourcewell's Role</b> Sourcewell's role in promoting the contract with Britespan preferably includes marketing support resources, training for Britespan staff, and guidance on how to further promote and leverage our contract with Sourcewell, beyond the proposed marketing strategies, included.</p> <p>Access and approved use of logos, branding and style guides, marketing collateral templates (if available) is preferred. A provided list of Sourcewell-endorsed publications as well as industry tradeshows would also be preferred.</p> <p>Shared Sourcewell member contact lists including mail addresses, email addresses, first and last name, role and organization would also be required to implement some of the proposed marketing strategies to promote the contract between Sourcewell and Britespan.</p> <p><b>Sales Process Integration</b> To best integrate our contract with Sourcewell, Britespan will include the Sourcewell Awarded Vendor logo on the footer of all quotes, contracts, and documentation provided to Sourcewell members.</p> <p>Britespan's lead management system will include a checkpoint to identify whether or not a lead or opportunity is Sourcewell.</p>
<p>35</p>	<p>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>	<p>Due to the various codes and loading requirements, our buildings need to be engineered site-specific and thus, Britespan's products are not available through an e-procurement ordering process. However, our customer service team's support throughout the order entry process makes this very easy for our customers.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>We offer care and maintenance guidelines with all of our building packages; further training is not necessary. We also offer a Maintenance and Inspection Program to our customers that will ensure the building maintenance will be taken care of. This ensures the owner will get the maximum lifespan out of their buildings. See Appendix 36.1.</p> <p>We also offer continuing education (CE) / professional development hours (PDH) to Sourcewell members and engineering groups as a method of educating them on pre-engineered tension membrane buildings. This program is offered via webinar and on site with groups over 20 people at no cost. See Appendix 36.2.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>While Britespan buildings may look like our competitors from a distance, that is where the similarities end. Britespan takes an entirely different approach when going to market. Sourcewell members will be able to take advantage of this approach immediately. Some companies have a general product line that they pull off the shelf and try to make the same building work in many different applications. Britespan looks at the application and tailors our buildings to each individual need.</p> <p>Britespan uses the newest technology in engineering including 3D Non-Linear Finite Element Analysis. FEA is a software tool that the engineers use to determine the most efficient use of materials when designing our trusses. It incorporates the structure as an entire unit instead of individual pieces. This is critical when it comes to the longevity of the building.</p> <p>In terms of the building specification and procurement process that municipal entities use, a majority of buildings are bid separately - building, installation, and foundation. This usually increases the actual project cost by a substantial amount. Generally speaking, building projects break down into thirds, building cost 1/3, installation cost 1/3, and foundation cost 1/3. The standard in our industry is to use light gauge steel with a much tighter bay spacing. While this light gauge steel is less expensive and generally reduces the actual cost of the building itself, it dramatically raises the installation and foundation cost. Example: Building cost = \$5 psf, Installation = \$5.50 psf, and Foundation = \$6.00 psf. Making an overall project cost of \$16.50 psf.</p> <p>Britespan is the only tension membrane manufacturer that looks at the total project cost rather than just the cost of the building. This makes it challenging on bid applications when the buildings are separated from the installations and foundation. Britespan knows that we are generally responsible for only 1/3 of the total cost of the project to the end user. In most cases, Britespan uses substantially heavier steel in our buildings. This allows us to maximize our on center spacing dramatically reducing both installation and foundation costs. What this means to Sourcewell members is their overall project costs will be lower despite the cost of the building itself being higher. Example: Building cost = \$6 psf, Installation = \$4 psf, and foundation costs = \$4.50psf. Making an overall project cost of \$14.50 psf. This represents a savings of about 12% to Sourcewell members. Please see Appendix 37.1.</p> <p>One of the most common applications for Britespan Buildings to Sourcewell members is for Salt storage. Over the years Britespan has invested vast resources to make our salt storage buildings the best in the industry. This goes hand in hand with total project costs discussed above. Through our research, we have discovered that regardless of the manufacturer or the galvanizing used, when a salt building is sealed up it's lifespan will be drastically shortened. After confirming this dozens of times with newly installed buildings and buildings that have been in place for a while, we took the time to correct what has been plaguing the salt storage industry.</p> <p>By incorporating taller legs into our existing profiles as well as creating the new Magnum building series we have found a way to increase the ventilation in the buildings, increased clearance heights in the working areas, reduced base plate corrosion, and reduced the overall cost of the project.</p> <p>Traditionally, salt storage projects have been erected on cast in place walls with the trusses and attachment hardware on top of the walls with the fabric being sealed around the perimeter of the structure. This method tends to promote corrosion as the walls are commonly overfilled incapsulating the truss base plates and winches in salt. Additionally, the salt dust is trapped in the building to accumulate on the trusses due to the lack of ventilation within the buildings. See Appendix 37.2. This dramatically increases the operational costs of the building to Sourcewell members due to constant maintenance to remove the salt from these areas.</p> <p>The solution to these challenges is to get the building off the walls! The Britespan salt storage solution utilizes a pier and panel solution to solve the challenges listed above. Most importantly to Sourcewell members is that Britespan buildings will last longer, be far less susceptible to damage, and cost less. To start off, the building itself has tall legs and are mounter to concrete piers. See Appendix 37.3 These piers cost a fraction of what the cast in place walls cost. Then precast wall panels are set just inside of the piers. These panels are also a fraction of the cost of cast in place walls. See Appendix 37.4. With the precast walls containing the salt pile, it is almost impossible to get salt on the base plates or the winches. Sourcewell members will appreciate the cost savings of not having to clean off these items every time they overfill the walls. The fabric on the building is also held up above grade. This provides ventilation to blow any of the salt dust out of the building so it does not accumulate on the trusses. This also means that the building will not build up air pressure which can cause premature failure. Finally, Sourcewell members will realize a total project cost savings up to 30% over conventional buildings being mounted on top of cast in place walls.</p>

		<p>Britespan can also incorporate liner packages into our buildings to provide an added level of protection to harsh elements. This liner forms an envelope around the steel which blocks the corrosive elements from accumulating on the trusses themselves. We have tried third party products like "EverSeal" / "Super Shield" that get sprayed on the trusses directly but have learned these products peel off of the trusses and require constant maintenance and are not an efficient long term solution.</p> <p>We also offer insulation packages for our buildings making them very versatile. We have pioneered an attachment method that is new to our industry. This method locks the insulation in place so it does not get blown around in the cavity. The industry standard is to merely lay the insulation across the bottom truss chords. While this method does insulate, it is very susceptible to wind as it blows into the building causing the insulation to rise and drop tearing the seams apart.</p> <p>Lastly, Britespan can factor collateral loading into our buildings. This is a great benefit to members who need to hang things from the structure such as conveyors to load buildings. This dramatically reduces total project cost by removing the need for expensive foundations.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Scrap steel is sold to a scrap steel recycler, who provides the material to steel mills, where 100% of the scrap steel is then used in the production of new steel products.</p> <p>Paper is collected and sent to a recycling depot where it is sorted and sent to end consumers of the material</p> <p>Metal and plastic bottles/cans are collected and picked up by the local government, where the material is sorted and sold to end consumers</p> <p>Scrap fabric material generated in our cover manufacturing process is recycled for use by a supplier to Britespan and becomes part of a product supplied back to Britespan</p> <p>Motion Sensors are used through the offices for lighting. Once motion is detected, lights come on and stay lit until 15 minutes after no motion detected</p> <p>Solar panels are used to light our exterior company sign as opposed to conventional energy sources such as electricity</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>We have not been issued any eco-labels or certifications regarding this question.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While Britespan itself does not meet WMBE OR SBE requirements, some of our dealer partners meet the requirements and the certificates have been uploaded.</p>
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>COMPANY</p> <p>In-house manufacturing of both the trusses and the covers. See Appendix 1 Video 5.</p> <p>A fabric building has two major components – the steel trusses and the fabric roof. Britespan Building Systems has our own steel manufacturing facility and our own cutting edge fabric roof manufacturing facility. Many manufacturers in our business do either the steel truss manufacturing or the fabric manufacturing and use a third party to do the other. They have little ability to monitor quality control during the process resulting in inconsistencies. We also used to do this years ago but found that in order to have full control of quality and accountability in the production phase, we needed to produce 100% of our main components which led us to make the multi-million dollar investment in our fabric facility. The value add to Sourcewell members is that we have 100% control of quality in the production of the two most significant parts of the building. Britespan offers both HDPE fabric as well as PVC fabric up to 29oz. See Appendix 1 Video 6.</p> <p>The biggest challenge when welding fabric is maintaining weld consistency. When welding HDPE fabric it is critical that the fabric remains within a 5% temperature variance to ensure a structurally consistent weld. Welding floor temperatures vary due to several factors, outside temperature being the biggest wildcard. On a cold day, the outer perimeter of the floor will be substantially colder due to the proximity to cold temperature. Adversely, the floor temperature in the center will be warmer. When a welder is calibrated to a given temperature, consistency is only achieved if the fabric on the floor being welded is at a consistent temperature as well. As some covers are hundreds of feet long, the welds in this scenario may be inconsistent due to the varying floor temperatures across the production facility. Britespan has eliminated this challenge by incorporating a fully heated floor throughout our fabric facility. We are the only manufacturer in the fabric building industry to have made this investment. See Appendix 41.1.</p> <p>Britespan has also taken fabric production to the next level by investing in testing equipment that will virtually eliminate weld challenges. First, we incorporated the newest Instron test device to our facility. Using this device, we test every new roll of fabric before it is used to make covers. This ensures that the material is within specification before it goes into production. Then the welders are calibrated, and test welds of the fabric are made. The Instron device then tears the welds apart to insure they are within specification. Fabric production will only occur once these tests are passed. See Appendix 41.2.</p> <p>Another testing measure was put into place recently that takes weld monitoring a step further. This</p>

device is an infrared scanner that mounts directly to the welder. It monitors every lineal inch of keder weld that passes through to ensure it is within the required temperature to offer maximum weld strength. See Appendix 41.3.

We also utilize a Virtek laser projection when fabricating our covers. This ensures unprecedented accuracy when our covers and ends are assembled. It removes human error from the layout portion of the process. Once the drawings are completed in our CAD system they are fed through the projectors directly to the floor. This means that Sourcewell members will receive the most accurate covers available to the fabric building industry. See Appendix 41.4.

At any time of the year, Britespan has an average inventory exceeding \$3.0 million, as can be seen in Appendix 41.5. This allows us to respond to our customers' needs rapidly. The only portion that cannot be made ahead is the covers which are custom every time. The Britespan value add is that we are one of the few companies that keep a great inventory of common products for Sourcewell members.

Due to having a large inventory, Britespan can custom build to customer's needs. It does take more time but because we have a good inventory of our regular product for our regular customers, we then have time to build custom buildings for Sourcewell members if required. That is value added!

#### PRODUCT

While total project cost savings is the most important benefit to Sourcewell members, this cost savings also comes with a building that will last longer than most of our competitors. The reason for this comes in how we galvanize our steel.

Britespan uses a galvanization process called Post Production Hot Dip Galvanizing (PPHDG). There are several reasons why this method is superior to in-line galvanizing. First, we start with black cold rolled structural steel. We then roll and weld the steel tubes into trusses. After the trusses are completely welded, they go through a 7-step galvanizing process. The critical difference in this process is that the zinc (galvanizing) is applied after all the fabrication and welding. This eliminates the need to perform any welding after the fact that compromises the steel and galvanizing. Sourcewell members benefit from this process as it applies a much thicker coating of zinc (approximately 1.7oz psf) to all surfaces of the truss, inside and outside of the tube as well as over all of the welds. The useful service life of this product is often double the life of in-line galvanized product. See Appendix 41.6 and 41.7 as well as Appendix 1 Video 7.

The industry standard is to use an inline galvanized steel tube which is referred to as a "triple coat finish". This process applies a very thin coating (approximately 0.5oz psf) of galvanization to the outside of the steel tube only as part of the rolling process. The inside of the tube is then spray painted. The tube is then shipped to the manufacturer to be rolled and welded into a finished truss. After the welding is complete, the welded joints are spray painted on the outside only and sent to the end user to be installed. The deficiency of this process is that when the tube is welded the heat generated by the welding process burns the spray paint off the inside of the tube leaving it open to rust and corrosion and this is amplified in corrosive environments such as salt storage. Despite its shortcomings, it is still commonly used in fabric buildings due to the steel being much cheaper to buy. This is another reason Britespan Building Systems Post Production Hot Dipped Galvanizes all of our welded members. This means that our building will last drastically longer than Triple Coat Finish/in-line galvanized buildings. See Appendix 41.8.

Additionally there are other features that make Britespan unique in the industry listed below. Detailed descriptions are discussed in question 67 of this package.

- Unsurpassed quality control
- The largest variation of profiles and widths
- Consistent truss material makeup
- Individual bay cables and turnbuckles
- Fabric that does not touch the trusses
- Large diameter/oval tension tube
- Heat welded covers
- 2" keder welds
- One piece purlins
- Engineered purlin mounts
- Round tubing in arch buildings

#### SERVICE

The most unique attribute our company brings to the table is the size and depth of our dealer network. This is unrivaled in our industry and provides Sourcewell members the most experienced installation service around. Our dealers are factory trained to install our fabric buildings. Every brand of building is unique and requires different installations methods.

The industry standard is to hire third party installers as most company's sell direct and leave the customer to figure out the installation only to void warranties when something isn't perfect. This happens due to their lack of having a sizable dealer network to cover the geography they are selling to. This does bring some challenges. The first is that these third-party installers are not adequately trained and certified which leads to the buildings not being installed correctly. Secondly, the installers are rarely local. This becomes a challenge if the Sourcewell member needs service. It is rare that they will ever get the initial installer to come back and fix something due to travel costs. This is a frustration with fabric building suppliers who do not use a dealer network.

42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Britespan has both U.S. and Canadian facilities and manufactures in Canada using Canadian or U.S. steel. The Canadian market utilizes the same sales organization as listed above with dealers and Business Development Managers. Britespan is CSA A660 certified to be allowed to sell government projects across the entire country which also ensures that numerous quality measures are in place. Approximately half of Britespan's sales are in Canada.	*
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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 *	
43	Do your warranties cover all products, parts, and labor?	Our warranty covers all products/components of the building including steel and membrane cover. The warranty does not cover labor. See Appendix 43.1.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>What differentiates us from many competitors is that we hot dip galvanize our trusses after we manufacture them. That allows our product to be used where other competitors pre-galvanized steel product cannot, such as salt storage. When competitors use pre-galvanized steel as their raw material and then weld the webbing to it, they spray a galvanizing coating on the outside leaving the interior of the tubing raw and burnt predisposing it to more rapid degradation. Our warranty does hold up in salt storage buildings.</p> <p>Our warranty does not cover exposure to corrosive elements such as potash. We can however, adjust our building make-up in order to protect the structure against the corrosiveness of such elements by lining the building as an example.</p>	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, that is not covered under warranty.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	We are able to service all of the states in the United States and all provinces in Canada.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	If we supply accessories to the customer, we will be responsible that the warranties are honored. If we are able to service those parts with our expertise, we typically do so. If the expertise is specific to the product supplied, we will ensure the product manufacturer honors their warranty.	*
48	What are your proposed exchange and return programs and policies?	If a product is ordered but not manufactured, then we are open to exchanging the product. If a product is ordered and cancelled, we ask that the customer cover the costs we have incurred that we cannot recover. If the order contained custom product that required additional engineering, these costs would not be refundable.	*
49	Describe any service contract options for the items included in your proposal.	We offer custom maintenance or service contracts to customers that request it. The buildings do not generally need maintenance or service but some customers feel better if we take charge of any maintenance required especially for custom uses. A typical Maintenance and Inspection Program is included in Appendix 36.1.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Our standard payment terms for U.S. and Canada supply-only contracts are 30% deposit due with order and the remainder invoiced upon shipping (payable Net30). For turnkey solutions, our standard payment terms are 30% deposit due with order, 60% invoiced upon shipping (payable Net30) with the remaining 10% invoiced upon completion (payable Net30).  Payment terms can be negotiable on an individual contract basis.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Britespan does not lease or finance directly however, we have third party companies who offer leasing/financing products. Links to these providers may be found on our company website by interested customers and would be promoted to Sourcewell members in the event of Contract Award to Britespan.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Britespan has the ability to manage Purchase Orders both directly or indirectly, through our dealer network. Orders submitted to Britespan are managed through our experienced customer service team. Clients have accessibility through our website, phone or Customer Service email inbox to both request quotes or submit order requirements. Orders are reviewed internally by our customer service team and technical team to ensure all pertinent information is provided. Additionally, a review of site loads and requirements are reconciled to ensure the building meets all structural requirements. Once the order is processed internally, we create a drawing detail and order confirmation summary, of which is sent back to the client for final confirmation and approval. From order request to approval documents being sent back, is typically less than 24 hours. The order confirmation will also have the ship date noted to ensure client timelines are being satisfied. Britespan orders are then managed through our process via an integrated order tracker from time of entry through to shipping. All shipping and invoicing can be reconciled with our clients through monthly financial statements and detailed transaction reporting systems. Refer to Appendix 52.1 for our New Order and Technical Process Flow. See Appendix 1 Video 8 for an overview of the process.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Britespan prefers payment by electronic ACH transfers to our Bank of Montreal-Harris bank in Chicago, IL for customers in the U.S. For Canadian/International customers, the company prefers EFT or wire payments to the Bank of Montreal. Britespan also accepts payments by check couriered to our Wingham, Ontario office.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Britespan's pricing model is based off of a manufacturers suggested retail price model. Sourcewell members will be receiving a substantial discount (15%) off of MSRP but the overall project cost savings will be much larger when coupled together with installation and foundation costs.  We are providing many of our standard building profiles in this RFP. However, due to the unlimited ability to customize our offering, we will continue to offer this pricing model to Sourcewell members on custom projects as well.  You will notice in our pricing schedules that there are different on-center costs listed for the same building widths. With the broad geographic area that Sourcewell members cover, many different building codes and climatic variations occur. As different snow and wind loads occur, truss spacing is adjusted to compensate for these factors. As such, a building in Maine may have a truss spacing of 10' on center while the same building in Texas may be 20' on center due to snow loads.  The attached price lists are stated in U.S. dollars. For Sourcewell members purchasing in Canadian dollars, we would apply the Bank of Canada closing exchange rate on the order date. For reference purposes only, the closing Bank of Canada exchange rate on September 12, 2019 was \$1.00 USD = \$1.3205 CAD.  We also offer a good-better-best option into our offering to give Sourcewell members a choice that should fit into whatever budget they may have.

55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Britespan is offering a 15% discount off of MSRP to Sourcwell members as indicated on our price lists.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	With the discount structure set up as it is we do not have room to offer any other discounts or rebates.	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Due to the unknown variability of our product, sourced products will be quoted on a per job basis.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Installation of our buildings varies across the entire Sourcwell coverage area. Most often these projects require workers to be paid prevailing wage. This dictated wage varies from area to area making it impossible to quote installation without knowing exactly where the buildings will be erected. Upon knowing where the building will be erected a formal installation quote will be provided.</p> <p>While the buildings on the attached price lists can be constructed "as-is", there is a plethora of additional features that can be added based on the building's application. Some buildings will be open, some will be fully enclosed, some will have doors, some will require ventilation and so on. The building prices are disclosed but the ancillary items will be quoted with the buildings to provide a complete building price.</p> <p>Meetings and inspections are not included in the provided pricing but are readily available on a per project basis.</p> <p>Other costs not included in the attached price lists include freight, applicable sales and/or use taxes, drawings and bonding costs if requested by Sourcwell members.</p>	*
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	All pricing listed is FOB Britespan's manufacturing plant in Wingham, Ontario Canada. When a Sourcwell member looks to initiate a contract, Britespan will evaluate the size of the project being contracted and assign a number of truckloads to deliver the building. Upon that determination, the carrier will provide a freight quote for the project which will accompany the building quote. After the building is manufactured it will be loaded and sent to the site where the installer will unload the building.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska and Canada fall under the above explanation. For Hawaii and offshore locations, the buildings will be loading into shipping containers to be shipped to the end destination. This cost will be determined and supplied with the initial quote as well.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our buildings do not require any unique shipping methods. See Appendix 1 Video 9.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Typically, the MSRP is our minimum sell price so Sourcwell members are receiving a substantial discount.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>Britespan will assemble a package to all Authorized Dealers and relevant staff that will include contract pricing and ancillary material to ensure the proper pricing/discounts are used.</p> <p>Every Sourcwell contract will be reviewed by the Director of Business Development to ensure the proper pricing/discounts have been applied.</p> <p>Britespan's Finance department will be responsible for calculating and remitting the quarterly Sourcwell administrative fee.</p>
64	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Britespan is offering a 3% administrative fee to Sourcwell, calculated and paid quarterly on the total contract value of all contracts where final invoices have been paid by the customer in that particular quarter. To confirm, this administrative fee is included in the proposed pricing for Sourcwell members, not in addition to the proposed pricing.



Table 14: Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<ul style="list-style-type: none"> <li>• "On time" measurables are available currently on an order-by-order basis, throughout the entire sales order process including:               <ul style="list-style-type: none"> <li>- Completion of structural drawings</li> <li>- Manufacturing production orders</li> <li>- Delivery date to customer</li> <li>- Shipping accuracy to picklist</li> </ul> </li> <li>• Quality system checks are embedded and measured throughout the entire sales order work flow</li> <li>• On budget cost of production</li> <li>• Revenue and profitability</li> <li>• Installation field reports</li> </ul>
66	Describe the applications for your product in the government and education verticals.	<ul style="list-style-type: none"> <li>• Fleet storage facilities</li> <li>• Vehicle maintenance facilities</li> <li>• Salt and sand storage buildings</li> <li>• Water treatment buildings</li> <li>• Waste transfer stations/ tipping floors</li> <li>• Recycling buildings</li> <li>• Vehicle washing buildings</li> <li>• Disaster relief buildings</li> <li>• Event/ entertainment buildings</li> <li>• Sporting facilities</li> <li>• Port buildings</li> <li>• River terminals</li> <li>• Airplane hangars</li> <li>• Aircraft maintenance facilities MRO/FBO</li> </ul>
67	Describe the methods or techniques that impact the durability or longevity of your product.	<p>This is a great question! To understand what makes a fabric building durable and to ensure a long lifespan you need to look at the building as an entire unit. Each and every piece plays a critical role and although most fabric buildings look the same there are major difference that will determine how long the buildings will last. Additionally, the lifespan of the fabric is greatly reduced when there is movement of the steel or if the fabric does not remain drum tight. I will explain what Britespan does to ensure the longest lasting buildings in the industry which will provide the best value for Sourcewell customers.</p> <p>Hot dipped Galvanizing- This was discussed briefly in section 41. To take that a step further, I will show you the long term ramifications of opting to use Triple coat finish/in-line galvanizing instead of Post Production Hot Dipped Galvanizing (PPHDG). As discussed, PPHDG coats 100% of the trusses, outside, inside, and over the welds with three times more zinc giving you almost 3 times the life span. When using Triple Coat Finish/in-line galvanizing, the inside paint is burned off during the welding process. This leaves raw steel open to condensation and other corrosive elements such as road salt. These areas begin rusting from the inside out as soon as they are manufactured. This process speeds up in corrosive environments. The inside of the truss chords and webs continue to weaken from rust due to being exposed. At some point there is not enough steel left and the webs punch through the chords and the buildings collapse in catastrophic failure. See Appendix 67.1. This scenario is called chord plastification.</p> <p>Consistent truss material makeup- Britespan uses tubular webbing on our trusses. See Appendix 67.2. This is critical when it comes to the PPHDG process as well as chord plastification as mentioned earlier. Hot dip galvanizing is an arduous process and consistency is key. By using similar materials in our trusses, the steel will heat evenly and takes on zinc to a uniform thickness. Trying to save production costs, some companies will use solid stock or a light gauge c-channel web. The unwanted bi-product is that these pieces either heat up faster or slower than the chords causing them to take on different amounts of zinc. This inconsistency will cause the zinc to crack or flake off resulting in compromised truss members. Additionally, these materials leave a small weld footprint that is more susceptible to chord plastification. See Appendix 67.1. Think of trying to push a sharpened pencil through a sheet of paper versus pushing the eraser through the same sheet of paper. Tubular webbing increases both the durability and longevity of the trusses, that is why Britespan uses it as opposed to solid stock or c-channel.</p> <p>Individual bay cross cables with turnbuckles - with any structure, transferring the wind load to the foundation is critical. This is referred to as load path transfer. There are different ways to achieve this, but the most effective way is to use individual bay cross cables. This ensures that the wind load is rapidly distributed to the foundation reducing the movement on the rest of the steel and fabric which causes premature wear. Our cables are premade to the appropriate length with press swedged termination, hot dipped galvanized with a hot dipped galvanized turnbuckle on each cable. This allows for easy adjustment and minimizes annual maintenance. Many of our competitors send out a roll of non-galvanized cable and a box of cable clamps. This process is very difficult to tension and maintain as the raw materials corrode rapidly. See Appendix 67.3</p>

Fabric does not come into direct contact with steel - Britespan recognizes that fabric wear over time shortens the life of the cover. To improve durability and longevity of the fabric, Britespan covers do not directly contact with the steel of the trusses. We use a woven polyethylene tape up and over our trusses. This reduces wear while the covers are pulled and reduces any long term wear on the fabric. See Appendix 67.4

10,000-pound winch blocks - While 1,000-pound ratchet straps are commonly used to secure covers on fabric buildings, this method is often the cause of cover failure. Britespan utilizes 10,000-pound winch blocks as a standard on all of our buildings. Aside from the end trusses, the covers do not get attached to the trusses themselves when using mono-covers. They get attached directly to the foundation via the winch block. The reason Britespan uses these winch blocks is to counter the uplift of the building. Applying a 90mph wind load to a 40' wide building generated upwards of 4,000 pounds of uplift per each truss. The 1,000-pound ratchet strap does not stand a chance against nature. The use of these winch blocks is another reason Britespan buildings hold up so well under the varying weather conditions across North America. See Appendix 67.5. On buildings that utilize individual cover panels between each truss, bi-lateral tensioning is achieved using aluminum extrusion and kedered panels.

Large diameter/oval tension pipe - As important as the winch blocks are is what is used to attach them to the cover. As mentioned before, consistent cover tension is critical to cover longevity. The covers need to be tensioned consistently across the panel between the truss bays. This tensioning is achieved via the cover tension pipe. Britespan uses heavy gauge large diameter or oval pipe to achieve this. The use of these pipes reduces the amount of deflection on the pipes in the center of the span thus creating a very consistent tension. Using small light gauge pipe is common in the fabric building industry. This pipe creates hot spots at the trusses and premature cover failure due to its deflection allowing the cover to fall into slack mid panel. See Appendix 67.6

Heat welded fabric covers instead of stitched - From our inception, Britespan has used heat welded covers on all of our structures. There are a couple of reasons for using this method over stitched covers. Heat welded covers provide a stronger connection than stitched and does not poke millions of holes in the covers leaving them susceptible to leaks. Heat welding is also much more resistant to UV degradation. To date, we are not aware of a thread that can withstand prolonged UV exposure and last much more than 8-10 years. At this point the stitch covers fail at the seams and fall apart due to the thread breaking down. Heat welds can pose some challenges if they are not monitored properly. Britespan calibrates our welding machinery at the start of every shift. This prevents both over and underheated welds on the finished covers. Without this constant calibration, welded joints may not have consistent strength throughout the panel. The heat welded covers provide a more durable panel that will last longer. See Appendix 67.7

2" welds on keder joints - Keder joints are commonly used on fabric buildings. These joints hold the fabric panels into the extrusions on the trusses. In the past few years we have been seeing covers failing from various manufacturers at these joints. Upon thorough investigation we determined that these failures were due to inadequate weld seams at the keder joints. We made a substantial investment to eliminate this challenge in all kedered covers that are manufactured from Britespan Building Systems. The integration of the 2" weld process has given us a keder joint that is 80+% stronger than conventional heat welds. This means that if a member buys a Britespan Building through Sourcewell, they will be receiving the best quality fabric building at the best price in the industry that will be more durable and last the longest. See Appendix 67.8

1-piece, double bolted purlins- Britespan utilizes one-piece double bolted purlins in the construction of all of our buildings. Purlins are the section of pipe that spans between the trusses keeping them in place and helping transfer load path to the foundation. Using 1-piece purlins means that we have to stock many more SKUs compared to using variable length sliding purlins but they offer superior strength when compared to variable length purlins that utilize Tec screws to lock their length. Additionally, every purlin in our buildings are large diameter and double bolted to solid structural truss members. This provides resistance to racking in the buildings and reduces the ability for snow to accumulate on the structure. Both the one piece purlin and double bolted connections reduce movement of the building resulting in a longer lasting product. See Appendix 67.9

Purlin mounting location for less maintenance - While there are a variety of different purlin variations, there are substantial maintenance concerns that come with some of them. Britespan has spent substantial research and development time on purlin attachment and placement to minimize additional labor cost after the building is erected. Britespan has engineered a purlin placement model that raises the ridge purlins as high as possible where the snow and ice tend to accumulate on the roof of the building. This high placement acts to break this accumulation and allow it to slide off the building. Aside from the ridge purlin, all the other purlins are placed in the lowest 1/3 of the truss depth. This is critical to allow the snow to slide off the building. Warranties issued from fabric building manufacturers require the owner of the buildings to remove any snow that accumulates on the building immediately or the warranty is void. Other methods of purlin placement such as cross purlins or mounting them to the top cord of the trusses catch the snow as it slides off the building accumulating in many different areas causing uneven loading on the building. This requires the owners to go out to the buildings every time it snows to pull the snow off that accumulates due to poor purlin design. Sourcewell members will not have to worry about these additional labor costs with Britespan buildings. This allows our covers to be more durable as the snow doesn't

		accumulate on the buildings. See Appendix 67.10
		Round vs square tubing - There are different methods of constructing fabric buildings in terms of core components. Britespan uses round tubing on all structures that do not incorporate kedered panels. Round tubing offers higher torsional rigidity than square tubing but the main reason is that fabric wears much better when installed over round tubing. Square tubing is chamfered on the corners but the radius is too tight creating a knifelike edge that cuts through the fabric reducing its lifespan. See Appendix 67.11.
68	Describe your design and engineering process at a project level.	When an order is submitted to Britespan it goes through the following process. The order is received by customer service, verified to make sure it is accurate and is passed to the technical department. They provide an end cover termination drawing that is sent back to the owner for review and sign off. Once this document is signed off, it then starts the process of generating stamped engineered drawings if they have been ordered. The technical staff verifies the loads and codes of where the building is going and matches them up to the bay spacing required for the given geographic area based off the code requirements which normally incorporate, wind and snow loads as well as any seismic requirements. Once the drawings are complete, they are forwarded to a third party stamping engineer for review and stamping. Once this is complete the drawings are sent to the Sourcewell member. See Appendix 68.1.
69	Describe any manufacturing processes or material specification-related attributes (wind speed or snow load specifications) that differentiate your offering from your competitors.	We engineer our buildings specifically to the building code of the site it will reside. We will adjust our bay spacing to meet the required wind, snow and seismic requirements. Our trusses are engineered and built with heavier materials which allow us to offer wider bay spacing under given snow and wind loads. This will reduce the installation and foundation costs associated with the total project cost. The other attributes we offer pertaining to this section are also referenced in section 67. Most notably is the purlin placement that does not hold snow on the cover. Sourcewell members will appreciate not having to have their staff go out and remove snow from their Britespan building every time it snows.
70	Discuss your proposed product line in terms of sustainability and recycling.	100% of Britespan buildings are made from materials that can be recycled. This can be viewed in two different ways. First, the polyethylene covers can be recycled into a number of different products once it's lifespan is exhausted. The steel is the same, it can be melted down and re purposed. On the other hand, while our buildings are engineered to be permanent, they are designed to be relocatable. According to the American Galvanizers Association, the usable life of our PPHDG steel is anticipated to be 75-100 years in a non-corrosive environment, all you have to replace is the fabric. This means that if a Sourcewell member buys a Britespan building and at a point no longer needs it, they can relocate it or sell it to be recycled into a different use. Our buildings hold some of the highest resale values in the industry.

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

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

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
No exceptions	No exceptions	No exceptions

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Appendix 10 - Financial Strength and Stability.pdf - Friday September 13, 2019 10:05:48
- [Marketing Plan/Samples](#) - Sourcewell RFP\_Marketing Plan Samples.pdf - Thursday September 12, 2019 14:47:46
- [WMBE/MBE/SBE or Related Certificates](#) - MBE and WBE Certificates.pdf - Thursday September 12, 2019 16:05:47
- [Warranty Information](#) - Appendix 43.1 - Britespan\_Scope\_of\_Limited\_Warranty.pdf - Thursday September 12, 2019 13:45:53
- [Pricing](#) - Sourcewell Pricelists - September 13 2019.pdf - Friday September 13, 2019 11:09:30
- [Additional Document](#) - Combined Attachments for RFP 091319.pdf - Friday September 13, 2019 12:15:24

**Proposers Assurance of Comp**

**PROPOSER ASSURANCE OF COMPLIANCE**

**PROPOSER'S AFFIDAVIT**

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

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

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

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

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

Yes  No

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

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

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

