



Solicitation Number: RFP#091319

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ClearSpan Fabric Structures International Inc., 1395 John Fitch Blvd., South Windsor, CT 06074 (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;
- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-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 Sourcwell 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, Sourcwell 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

Sourcwell'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 Sourcwell 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

RFP 091319 - Fabric Structures with Related Materials and Services

Vendor Details

Company Name: Clearspan Fabric Structures International Inc.
Address: 1395 John Fitch Blvd
South Windsor, CT 06074
Contact: Kathleen Shelton
Email: kshelton@clearspan.com
Phone: 800-603-4445 1220
HST#: 20-5899434

Submission Details

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Submitter's IP Address: 74.8.213.131

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	ClearSpan Fabric Structures International Inc. (CFSI)
2	Proposer Address:	1395 John Fitch Blvd South Windsor, CT 06074
3	Proposer website address:	www.ClearSpan.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):	Matt Niaura Vice President 1395 John Fitch Blvd. South Windsor, CT 06074 BWilliams@ClearSpan.com 860.760.0046 ext 1241
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brad Williams Senior Municipal Specialist 1395 John Fitch Blvd. South Windsor, CT 06074 BWilliams@ClearSpan.com 860.760.0046 ext 1241
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	NA

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>ClearSpan Fabric Structures was established in 2006 to act as a sole dealership providing installation services for ClearSpan fabric buildings manufactured by Engineering Services and Products Company (ESAPCO). ESAPCO was established in 1979 doing business as FarmTek, TekSupply and Growers Supply.</p> <p>Core Values (as established by our mission statement):</p> <p>Enthusiastic Customers – Enhancing our reputation as a company that customers can rely on to deliver products so excellent in their quality and service so outstanding in its responsiveness.</p> <p>Positive Change – Embracing and capitalizing on change, through continuous improvement in all aspects of our business.</p> <p>Profitable Growth - Seeking sustainable, profitable growth by encouraging relentless pursuit of our vision, speed of action, innovation and leadership in all of our chosen business activities.</p> <p>Involved Employees – Striving for a workplace where opportunity, openness, enthusiasm, teamwork, accountability and a sense of purpose combine to provide a rewarding professional experience.</p> <p>ClearSpan Fabric Structures prides itself on providing excellent customer service. ClearSpan's growth within the fabric industry has been largely attributed to our loyal customer base, brand recognition, and strong brand reputation as the leading fabric structure manufacturer in the United States. Compared to brick and mortar structures or metal buildings, fabric buildings often offer lower initial costs, provide fast installation, and lower running costs.</p> <p>ClearSpan Fabric Structures has maintained an industry leading presence in the Fabric Structures with Related Materials and Services category serving Municipal clients by providing structures for many different applications. ClearSpan structures can be used for storage of bulk commodities including road salt, gravel, soil, sand, asphalt millings, and cold patch to name a few. Additionally fabric structures are often used to mitigate water quality concerns caused by runoff precipitation from sludge drying beds at waste water facilities and equipment storage and maintenance areas. ClearSpan Fabric structures are also commonly used for general assembly areas and shade structures along with a plethora of uses for athletic and recreation facilities. Our pavilion structures are a popular option for many public facilities to cover picnic table areas, outdoor concert venues, and natatoriums.</p>

8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>The type of structures that ClearSpan Fabric Structures will be offering the Sourcewell members is defined by the International Building Code (IBC) as a rigid frame supported, membrane covered structure. ClearSpan Fabric Structures primary structural framework is manufactured using a triple galvanized steel that includes a 50 year warranty. Our frames come in a variety of widths and lengths, and offer varying aesthetic options including a round style and gable style profile and a rigid I-beam design depending on the customers' intended application. ClearSpan Fabric Structures fabric membrane is an industry premium 29 oz/30 mil rip-stop PVC material. ClearSpan's fabric membrane includes a 30 year warranty.</p> <p>ClearSpan will work with each member to engineer and design a structure based on the specific application, location and building code requirements. Our professional team of engineers and project managers, along with industry experts will work with each client individually from concept to completion. ClearSpan prides itself on the flexibility to accommodate varying levels of complexity and required involvement with projects. For some of our customers, ClearSpan's involvement in the process ends upon delivery of the structure, as many of our customers choose to complete a self-installation. For other customers, ClearSpan also offers installation services. ClearSpan Installation services can include not only the primary structure and foundation, but also installation of accessories such as doors, fans, heaters, lights and insulation. The innovative foundation options available through ClearSpan may include: concrete piers, helical anchoring systems, and above grade concrete foundations. ClearSpan Fabric Structures can expedite the mobilization of a structure and crew in extremely short timeframes to service Sourcewell members who find themselves with an immediate need.</p>	*
9	What are your company's expectations in the event of an award?	<p>ClearSpan enjoys a dominant presence in the fabric building industry through our state of the art website, online marketing presence, trade show brand recognition, educational seminars, and catalog inquiries. ClearSpan fields an average of 5-6 new phone calls and internet inquiries from municipal clients daily who could benefit from becoming Sourcewell members and purchase a ClearSpan Fabric Structure through this contract. ClearSpan contracted for approximately 10 million dollars in municipal projects during fiscal year 2018 through the official RFP and municipal bid process along with our current Sourcewell awarded contract . We continue to receive numerous inquiries on a daily basis regarding ClearSpan's current participation in cooperative purchasing programs at both the state and national level. Our clients are driving ClearSpan's desire to seek out a contract with Sourcewell for Fabric Buildings and Related Materials to broaden our exposure to Sourcewell members looking for structures like those we provide.</p> <p>Based on historical and projected number of inquiries, ClearSpan fully expects to exceed \$5 million worth of business through the new Sourcewell contract in year 1 with steady increases annually as we and our clients become more familiar with the cooperative purchasing program.</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.	Please see ClearSpan's 2018 audited financials and our current financial profit and loss statement in the financial folder. ClearSpan Fabric Structures has also included a bank reference letter for review.	*
11	What is your US market share for the solutions that you are proposing?	ClearSpan is the largest provider of fabric structures in the United States, accounting for approximately 40-50% of the market.	*
12	What is your Canadian market share, if any?	ClearSpan does provide products to the Canadian Market, but we do not actively solicit there.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No-ClearSpan Fabric Structures has never petitioned for bankruptcy.	*
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>CFSI and ESAPCO are two separate companies with common ownership. ESAPCO manufactures ClearSpan buildings, CFSI acts a dealer/distributor of ClearSpan fabric buildings and also offers installation services. All CFSI employees responsible for the services contracted under this RFP will be direct employees.</p> <p>See letter of authorization provided by Barry Goldsher ESAPCO President.</p>	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>ClearSpan is a company that sells nationally, in all 50 states from our Connecticut and Iowa locations. Typically it is the responsibility of our clients to obtain all relevant permits for their projects. Many of our clients also do not require local and/or contractor licenses to perform installations. Upon request ClearSpan has historically obtained the necessary business and/or contractor licenses needed to perform installation services from the local AHJ (authority having jurisdiction). ClearSpan customers are provided with stamped engineered drawings for the structure and foundation. Each set of drawings and calculations is reviewed, approved and stamped by a professional engineer licensed in the state in which installation will occur. Current State Contractor's licenses include CA, CO, CT, DE, GA, ID, IA, KS, KY, LA, MA, NM, NC, SC, TN, VA, WA, WV.</p>	*

16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	N/A	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Engineering services for building and foundation systems Design Consultation services Repair and replacement of existing fabric structures Manufacturing of fabric buildings and ground anchor systems Installation of various foundation systems including ground anchors, concrete, wood, and steel. Provide and install accessories such as lighting, HVAC, doors, lightning protection. Provide and install greenhouse and grow room materials fabricated alongside our tension fabric buildings in our facility.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Our innovative fabric building solutions have been featured in many trade publications. The manufacturing process for ClearSpan buildings was featured on a popular television show known as "How It's Made" on the Science Channel (https://www.youtube.com/watch?v=cyPkPsbUsxs). ClearSpan Fabric Structures has also been acknowledged as one of Fortune 500s Fastest Growing Companies. ClearSpan is a current awarded contract holder with Sourcewell under contract 030117-CSS.	*
19	What percentage of your sales are to the governmental sector in the past three years	ClearSpan Fabric Structures estimates that 20% of our total sales over the past 3 years have been from the Government sector	*
20	What percentage of your sales are to the education sector in the past three years	ClearSpan Fabric Structures estimates that 8% of our total sales have been from the Education sector.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	ClearSpan is a current awarded contract holder with Sourcewell under contract 030117-CSS. Since the award of our contract in April of 2017 ClearSpan has reported almost \$8,000,000 in sales through this contract with \$1,200,000 in pending projects under contract.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
San Joaquin Office of Education	Felix Villegas	209.649.0312	*
Gloucester County Improvement Authority	Flossie Ale	856.241.1415	*
James Madison University	Timothy Shantz	540.568.5909	*

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 *
James Madison University	Education	Virginia - VA	The scope of work handled by ClearSpan included the supply and installation of an indoor practice football facility for the University including a helical pile foundation, 182x180 structure, along with doors and fans as requested.	\$938,000	\$938,000
Jackson County DOT	Government	Michigan - MI	The scope of work handled by ClearSpan included the supply and installation of two 140x180 ClearSpan fabric structures for equipment storage.	\$480,000	\$968,281
West Liberty University	Education	West Virginia - WV	The scope of work handled by ClearSpan included supply and installation of an indoor baseball / softball practice facility including a helical pile foundation, 120x120 structure, along with doors and fans as requested	\$507,000	\$507,000
Port of Toledo	Government	Ohio - OH	The scope of work handled by ClearSpan included design and supply of (2) 120x400 structures for materials handling at the Port.	\$650,000	\$1,300,000
George Fox University	Education	Oregon - OR	The scope of work handled by ClearSpan included supply and installation of a 140x320 indoor tennis facility for the University.	\$666,900	\$666,900

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.	ClearSpan's dedicated sales force consists of 10 industry experts. Building inquiries are primarily fielded at our South Windsor, CT headquarters via telephone, internet inquiries and contact us forms. ClearSpan frequently mobilizes to perform on site consultations, site evaluations and measurements. Upon request, ClearSpan can attend project planning meetings with Town Councils and Budget Committees to present projects on behalf of the inquiring Sourcewell member.
26	Dealer network or other distribution methods.	CFSI acts as the sole distributor of ClearSpan buildings manufactured by ESAPCO. In acting as the sole distributor of ClearSpan fabric structures CFSI maintains control over the quality of service, and allows us to provide the most competitive pricing possible.
27	Service force.	ClearSpan Fabric Structures currently employs 12 project managers, and an average of 40 ironworkers as direct employees. This team of expert installers forms 8 individual road crews that travel nationally to install and service ClearSpan fabric structures. ClearSpan is not bound to a specific geographic location. Our crews easily mobilize quickly and effectively for projects from coast to coast. ClearSpan crews are centrally located at our Dyersville Iowa Campus.
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.	ClearSpan Fabric Structures is dedicated to providing exceptional customer service. This process begins with the initial consultation and is carried through to installation, project completion, and warranty services. As an example, when a contract is received for a project, a construction services manager is assigned. This project manager will be the primary contact for the customer as they proceed through the design verification process, which includes a series of detailed construction and design verification forms to confirm project details. This process serves to ensure customer satisfaction. Beyond having a dedicated project manager there is a customer service team of 10 representatives available during business hours. ClearSpan is dedicated to responding to customer inquiries the same day they are received.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A
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?	N/A
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	ClearSpan intends to honor this Sourcewell contract in its entirety for Sourcewell members in Hawaii, Alaska and US Territories. Due to the complexity of construction projects in Hawaii, Alaska and US territories freight and installation services will need to be quoted on a case by case basis.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	ESAPCO mails 17+ million catalogs a year advertising ClearSpan Fabric Structures. The Sourcewell logo is currently and will continue to be incorporated into the catalog along with a sell sheet describing the benefits of working with ClearSpan through our awarded contract. ClearSpan Fabric Structures and ESAPCO also advertise in many trade publications whose advertisements also adorn the Sourcewell logo and associated information. The website www.ClearSpan.com currently features a dedicated link to information about our Sourcewell contract and links directly to the Sourcewell website https://www.clearspan.com/sourcewell/ . Award of a contract would be followed by a national press release.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	ClearSpan has an active presence on Facebook, Twitter and YouTube. ClearSpan also distributes weekly e-mails to customers and prospects alerting them to recent project successes and new product innovations.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	ClearSpan understands that it is ClearSpan's responsibility to promote the Sourcewell program. It is ClearSpan's understanding that Sourcewell will promote our company and products as an eligible vendor on their website and in their marketing materials. ClearSpan will be responsible for promoting the Sourcewell program to all eligible municipal customers through live conversations, paper mailings, trade show presence, and digital marketing. The order process would integrate easily with a single point of contact. ClearSpan has enjoyed multiple inquiries per month over the last 2 years originating from Sourcewell members who have found our information on the Sourcewell website. We look forward to an increased number of inquiries once we are listed under the Fabric Structures contract and easier to find.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	ClearSpan's sister company ESAPCO has transactional websites that governmental agencies or educational customer currently use. Orders are not typically finalized online due to the custom nature of each project. A ClearSpan representative will contact the customer by telephone and email to confirm their needs prior to placing the order.

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.	The products offered in this proposal do not require training. All orders include a full set of instructions/plans, warranty documentation and a maintenance schedule. ClearSpan installation crews also perform a walk through with the client as part of the job completion checklist. At this time, a ClearSpan crew member will review the maintenance schedule with the customer and give any on site training needed to perform routine maintenance items. There is no cost to this service
37	Describe any technological advances that your proposed products or services offer.	As an option included in this proposal, ClearSpan Fabric Structures offers a helical pile foundation solution that eliminates the need for site excavation and concrete foundations. ClearSpan's helical anchoring system drills directly into the ground, creating a secure and dependable hold. ClearSpan's helical anchors are environmentally friendly, and can be removed without damaging or disturbing the surrounding area. The helical anchoring system offered by ClearSpan also allows for quick construction, and the ability to expand as time goes on. All helical pile foundations can be fully engineered to meet state and local building code requirements. ClearSpan has also recently invested over \$10,000,000 in a new state of the art manufacturing facility in Dyersville Iowa that will not only allow us to offer larger and stronger buildings but will also increase our capacity to service Sourcewell members by over 50% of our current capacity.
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.	Besides providing an energy-efficient, money-saving option, ClearSpan's fabric covers are also 100% recyclable. In addition, ClearSpan's helical anchors are environmentally friendly, and can be removed without damaging or disturbing the surrounding area. For these reasons, many of our customers turn to ClearSpan for an environmentally friendly building solution. Due to the recycled content of ClearSpan's steel framework, ClearSpan Fabric Structures may contribute to a projects eligibility for LEED compliance.
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.	ClearSpan structures have contributed to LEED approvals on previous customer projects when reviewed as a portion of the overall project impact study.
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.	N/A
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?	There are many qualities that set ClearSpan Fabric Structures apart from other fabric structures. When you choose ClearSpan you are getting the highest quality steel and fabric available, an industry-leading 30-year warranty on covers and a 50-year warranty on frames, and a personal Truss Arch Specialist devoted to fulfilling your application needs. The customer works directly with the manufacturer from the product design phase through installation. ClearSpan's dedication to providing a superior quality building at an economical price and unequalled customer service is what makes us the best choice for any fabric structure application.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	ClearSpan is able to provide structures and installation for NJPA members in Canada.

Table 9: Warranty

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

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	Yes, the warranties for Fabric Structures being sold and distributed through ClearSpan Fabric Structures cover all products, parts and labor.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The restrictions included in the warranty documentation are clearly outlined in our standard warranty. Please read the included warranty documentation for specifics.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, if ClearSpan Fabric Structures installation services were purchased, the expense of the technicians' travel time and mileage are covered during the labor warranty coverage period. Please see the attached labor warranty documentation.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	No, there are no geographic regions of the United States in which ClearSpan Fabric Structures cannot provide a technician to perform warranty repairs.
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?	Warranty service for items made by other manufacturers that are a part of this proposal are passed to the original manufacturer.
48	What are your proposed exchange and return programs and policies?	The structures offered in ClearSpan Fabric Structures proposal are typically custom in nature and cannot be returned. Auxiliary items such as doors, lights, or fans for example can be returned or exchanged in our standard 90 day term if needed.
49	Describe any service contract options for the items included in your proposal.	ClearSpan has provided a long-term service contract on a one by one basis to previous clients. This can include yearly inspections and maintenance visits depending on the client's needs. This is priced on a case by case basis using labor rates, equipment rental costs, and travel expenses.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	ClearSpan Fabric Structures strives to make the purchasing process as simple as possible for all Municipal customers. Accordingly, CFSI will offer net 20 terms to all Sourcewell members.
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?	ClearSpan Fabric Structures does not provide leasing or financing options at this time. ClearSpan is currently working with National Cooperative Leasing (Sourcewell awarded contract holder 032615-NCL) to provide leasing and financing options for potential clients.
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.	All orders would be placed with ClearSpan Fabric Structures directly, through our dedicated Sourcewell team. All order history and documentation would be stored and readily accessible in our billing system and associated Sourcewell files. With these tools on place, ClearSpan will be able to continue recording all Sourcewell transactions, and furnish said reports quarterly to Sourcewell.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, ClearSpan Fabric Structures does accept the P-card procurement and payment process. There are no additional charges associated with the use of this process.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	ClearSpan Fabric Structures has provided the Sourcwell Review Board with a "Line-Item Pricing" schedule (see attached Excel Sheet). On the excel sheet you will see a breakdown of all included item SKUS, a brief description of each part, ClearSpan Fabric Structures Published Retail Price, as well as the discounted Sourcwell Price. ClearSpan is presenting this proposal with the understanding that the proposed Sourcwell pricing included in this proposal is the ceiling pricing. At no time will ClearSpan offer products or services under this contract at prices above the ceiling price unless a specific request has been made, and approved by Sourcwell in advance to modify the contracted pricing. Product and service categories included in the proposal are: doors, anchors, ventilation, lighting, freight, installation services, engineering services, structures, restocking fees on standard stock items, bond fees, and trade in specifications (please see tabs along the bottom of the included Excel sheet.)
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.	Pricing included in this proposal ranges from 8% off MSRP to 20% off of MSRP depending on the product/service offering. Doors, Anchors, Ventilation, and Lighting average about 15% off MSRP pricing. All installation services are 15% off MSRP pricing, all engineering services are 20% off MSRP, and all structures are 10% off MSRP. ClearSpan Fabric Structures also works with numerous trucking companies to offer the lowest possible shipping costs.
56	Describe any quantity or volume discounts or rebate programs that you offer.	The pricing included in this proposal is the best pricing ClearSpan offers municipalities, universities or school districts. There is a possibility that ClearSpan may be able to offer additional volume discounts above and beyond Sourcwell member pricing on a case by case basis. ClearSpan does not have an established volume discount as it is atypical for ClearSpan to provide more than one structure at a time to a municipal client.
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.	ClearSpan Fabric Structures will provide a quote per request for all "sourced" products or related services that will be integrated into the ClearSpan structure.
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.	In the event that a Sourcwell member requires ClearSpan to collect State or local sales tax, an additional fee would apply. All other acquisition costs are included on the provided excel sheet.
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	ClearSpan Fabric Structure's shipping charges are based on a per truck, per mile fee from the ESAPCO manufacturing facility in Dyersville, Iowa. In the pricing spreadsheet included in this package you will see a rate per mile charge broken out per state (under the freight tab.) ClearSpan Fabric Structures will ship anywhere in the United States, and US Territories. Shipments to Alaska, Hawaii, Canada and US Territories will be priced on a case by case basis based on current carrier rates for overseas shipping containers.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In order to provide the best possible shipping rates for Sourcwell members, shipments to Alaska, Hawaii, Canada, and any offshore delivery will be priced on a case by case basis base on current carrier rates for overseas shipping containers.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

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.	ClearSpan is a current contract holder with Sourcwell (030117-CSS) and has enjoyed an increased presence in the municipal and educational industries as a result of this contract. We will continue to offer the best pricing through Sourcwell in order to bolster not only our own sales but our relationship with Sourcwell.

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.	All Sourcwell projects are currently and will continue to be handled by a single point of contact in order to ensure consistency and accuracy for pricing and reporting. All order history and documentation is and will continue to be stored and readily accessible in our billing system, which will ensure all pricing is accurate. This process also ensures the accuracy of the quarterly reporting process. ClearSpan Fabric Structures contracting and accounts payable department work with this single point of contact to complete the reporting process, and remit the proper administrative fee to Sourcwell.
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.)	ClearSpan Fabric Structures will pay NJPA an administrative fee of 2% under this contract.

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.	ClearSpan's primary metric that will indicate whether or not we are having success with the contract will be sales growth year over year. We will constantly compare our current year to date sales with the previous year's progress to gain an understanding of our success in marketing and explaining the benefits of working with ClearSpan through our awarded Sourcwell contract. ClearSpan will also continue to track the number of inquiries and orders received from client's that were made aware of ClearSpan through the Sourcwell website and other marketing materials. This will help us gauge the exposure we receive by being a part of Sourcwell above and beyond our own marketing efforts.

66	Describe the applications for your product in the government and education verticals.	<p>ClearSpan structures can be used in a virtually unlimited number of applications in both the government and education verticals. Our structures can be used as either temporary or permanent structures allowing them to be used for even more purposes. Most applications stem from a need to protect either people or equipment from the elements while other applications protect the environment from the materials being covered. The lists below are far from complete but give a sampling of the applications we see our client's using our structures for.</p> <p>Education:</p> <ul style="list-style-type: none"> Athletic facilities including tennis, soccer, football, volleyball, cross training, golf, aviation (drones), natatoriums, hockey and more. Temporary and permanent classroom settings Equipment training and testing facilities Environmentally controlled construction areas for students Facilities storage and maintenance facilities for equipment Emergency apparatus storage Indoor equestrian facilities Animal Housing Materials Storage <p>Government:</p> <ul style="list-style-type: none"> Bulk Commodity storage including salt, sand, gravel, asphalt millings, brine salt. Equipment storage and maintenance facilities Drone training facility Waste water treatment including covering systems to prevent algae and animal intrusion as well as sludge confinement for biosolids treatment Fish hatchery covers Aircraft hangars Temporary or permanent fire apparatus structures Emergency housing Recycling facilities for transfer stations and storing bulk and baled materials Event Venues for both indoor and covered park facilities
67	Describe the methods or techniques that impact the durability or longevity of your product.	<p>ClearSpan prides ourselves on the durability and longevity of our structures. Both are directly impacted by both the design and manufacturing process as well as the quality of the materials sourced. ClearSpan uses only high quality steel sourced in the United States for our trusses and beams and uses only industry premium fabric membrane materials that have track records for longevity and durability in the field. Along with designing our structures with more safety factors than required by the governing building codes in most cases, ClearSpan continues to test our fabric covers and inspect our steel members on each order prior to delivery to the jobsite.</p>
68	Describe your design and engineering process at a project level.	<p>ClearSpan projects are assigned to an individual project manager that will walk the customer through the design verification, manufacturing, delivery and erection of the structure. The customer is asked to complete a design verification document that details the dimensions, intended use, location, and building code requirements for their project. At that point ClearSpan's project manager calls a conference call with all involved parties including the customer, their engineer, their project manager, and anyone else they deem necessary. Also included is the ClearSpan project manager, the ClearSpan Sourcewell Representative, the ClearSpan estimator, the ClearSpan design lead, and a ClearSpan engineer. During this call the customer will be brought through the entirety of the project to confirm that they will be receiving the structure they expect. The design is then submitted to our design and engineering department who will contact the local building code official to confirm any code requirements, gather any geotechnical data for foundation design, and run any and all calculations needed to determine the final design for the project. This design and calculations package is then submitted to a third party engineering firm who reviews and confirms the design. They will then stamp the plans if needed with the PE license in the state where the structure will be installed.</p>
69	Describe any manufacturing processes or material specification-related attributes (wind speed or snow load specifications) that differentiate your offering from your competitors.	<p>ClearSpan structures are historically heavier and stronger than most of our competition. The gauge and diameter of our tubular steel is typically larger and offers a stronger building overall. The wind and snow load specifications are site specific so any structure provided to a particular site must meet those ratings so there should not be any differentiation on that level. ClearSpan has provided structures in areas in excess of 150mph wind ratings and over 100 pounds per square foot snow load for previous clients. The product offered to each client must also be specific to their application. ClearSpan has multiple frame designs that can be offered in various levels of corrosion resistance as well. Any building offered for a corrosive environment including waste water projects or road salt storage building should be offered using a post-fabrication hot dip galvanized steel frame for added life expectancy. Our premium 29oz PVC vinyl cover material carries an industry leading 30 year warranty as well.</p>
70	Discuss your proposed product line in terms of sustainability and recycling.	<p>ClearSpan buildings are fabricated with steel that averages over 25% recycled content and can be completely recycled when the customer is done with the building. Due to the nature of the PVC and Polyethylene covers used in our industry they are not fabricated using recycled materials but the covers can be completely recycled as well. ClearSpan has 40 years of experience in manufacturing and strives to follow a "lean" manufacturing model that either avoids wasted materials altogether or finds secondary uses for scrap materials to avoid generating excessive waste.</p>

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

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

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

Documents

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

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

- [Financial Strength and Stability](#) - ENG SERVICES AND CLEARSPAN 2018 FS.pdf - Wednesday September 11, 2019 14:13:43
- [Marketing Plan/Samples](#) - MARKETING.pdf - Wednesday September 11, 2019 14:14:23
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - LIMITED WARRANTY 50.30 All.pdf - Wednesday September 11, 2019 14:15:19
- [Pricing](#) - CLEARSPAN SUBMITTAL PRICING.xlsx - Wednesday September 11, 2019 14:15:48
- [Additional Document](#) - TD BANK LETTER and MANUFACTURER LETTER.pdf - Wednesday September 11, 2019 14:17:32

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

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

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

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

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

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"/>	--

