

ATTACHMENT A: PROPOSAL REQUIREMENTS & SPECIFICATIONS

EQUALIS GROUP: MODULAR, PORTABLE, AND FABRIC BUILDINGS & STRUCTURES WITH RELATED SERVICES & SOLUTIONS PROGRAM

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Section 1. General Guidelines

1.1. Instructions for Completing Attachment A

The specific requirements and proposal specifications for this Program are detailed in this [Attachment A – Technical Proposal Requirements & Proposal Specifications](#). Attachment A is provided to Bidders in an editable Microsoft Word form so that it can easily serve as the base document for a Bidder's Technical Proposal. Bidders should incorporate their Technical Proposal responses directly into this document and include referenced attachments separately.

Use the following electronic file naming convention for naming your Technical Proposal prior to uploading your completed Technical Proposal to Bonfire: ***Technical Proposal – Bidder Name.docx***.

For sections of Attachment A structured like the example below, simply click in the green cell on the “Click here to enter response” text and either type in or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) your response.

1.1.1.	Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.
The company was formed in 2010 under Olympia Fabric Buildings. Within months the name was Changed to Britespan Building Systems Inc. due to a trademark challenge. Britespan Building Systems has been operating for over 10 years under this name.	

For sections of Attachment A structured like the example below, click on the “Yes” checkbox if your solution **fully provides** the defined requirement. Click on the “No” checkbox if your solution does not provide or only provides part of the defined requirement. The green cell is included for Bidders to provide any additional information or capabilities relating to that defined requirement. For example, if your solution i) provides more capabilities around that requirement, ii) meets some, but not all of that requirement, or iii) does not meet the defined requirement, but provides an alternative solution for the Proposal Review Team’s (“PRT’s”) consideration, click in the green cell on the “Click here to provide additional commentary, if necessary.” text and either type in or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) clarifying or additional information as appropriate.

1.1.2.	Installation. Is installation available as a part of your proposal? If yes, continue answering the remaining questions in 5.2.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
We do offer installation services in all 50 states as part of this proposal.		

1.2. Trade Secrets

Bidders are encouraged to review [RFP Section 3.4 – Trade Secrets Prohibition; Public Information Disclaimer](#) in conjunction with developing their responses to this RFP. Any information provided by a Bidder in its proposal that is not marked as trade secret information shall be deemed to be public records in accordance with Ohio law.

1.3. Attachments

Bidders may incorporate additional documents by reference as part of their response to [Attachment A – Technical Proposal Requirements & Proposal Specifications](#). For example, you may want to include brochures, charts, or graphs in response to specific questions included in this Attachment A. Bidders should clearly state in their response to questions in Attachment A whether any specific documents are incorporated in their proposal by reference. In the event the attached documents are not references or referenced correctly, the PRT may exclude those attachments from consideration when scoring proposals.

The file names of such referenced documents that are included in a Bidder’s electronic Technical Proposal submissions and uploaded to Bonfire should include, in the following order: i) Technical Proposal, ii) Bidder’s name, iii) the Section number of the question for which



the file is included as part of the response, and iv) a brief description of what is included in the electronic file. For example, if a Bidder references an attachment that includes financial statements in response to Section 3.2.1., the following electronic file name would be appropriate: *Technical Proposal – Bidder Name – Section 3.2.1. – Financial Statements.pdf*.

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Section 2. Initial Qualifying Criteria

2.1. Completing & Submitting Initial Qualifying Criteria Documentation

As described in **RFP Section 5 – Criteria for Proposal Evaluation & Selection**, Bidders must complete and provide executed originals of the following documents as part of the proposal Bidders submit. Equalis Group will not consider a Bidder's Technical and Cost Proposals unless these forms are properly completed and submitted as part of the Bidder's proposal.

2.1.1.	Attachment C – Required Bidder Information & Certifications. This document includes information about the Bidder, key points of contact for proposal and legal questions that may arise during Equalis Group's review of the response, minority business enterprise and certifications, required affirmations subject to Ohio Revised Code guidelines, equal employment opportunity questions, questions regarding the subcontracting of certain elements of a Bidder's service delivery to Members, and confirmation that Bidder has reviewed and annotated, if applicable, the Equalis Group model i) Master Agreement, and ii) Administration Agreement entered into with Winning Suppliers.
Complete	
2.1.2.	Attachment D – W-9. Bidders must complete the W-9 form and include the completed W-9 form in their response.
W-9 not applicable to Canadian corporations, a W-8BEN-E is attached.	
2.1.3.	Does your proposal include the properly completed and executed Attachment C and Attachment D ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Included	

Section 3. Bidder Overview & Qualifications

3.1. Company Information

3.1.1.	Company Name & Address.	
Company Name:	Britespan Building Systems Inc.	
Headquarters Street Address:	688 Josephine Street North	
City, State & Zip Code:	Wingham, Ontario Canada N0G 2W0	
Main Telephone Number:	800-407-5846	
Website:	www.britespanbuildings.com	
3.1.2.	Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	
The company was formed in 2010 under Olympia Fabric Buildings. Within months the name was Changed to Britespan Building Systems Inc. due to a trademark challenge. Britespan Building Systems has been operating for over 10 years under this name.		
3.1.3.	Legal Structure. Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.	
<input checked="" type="checkbox"/>	Corporation – provide the State of incorporation and the company ownership structure.	Incorporated under the laws of the province of Ontario Canada. Company is owned 70% by Ben Hogervorst and 30% by Rob Stute
<input type="checkbox"/>	Partnership – provide the State of registration and the names of all partners.	Click here to enter response.
<input type="checkbox"/>	Sole Proprietorship – provide the State of registration and the name and title of the principal.	Click here to enter response.
<input type="checkbox"/>	Joint Venture – provide the State of registration and the names and titles of all principals.	Click here to enter response.
<input type="checkbox"/>	Other – provide detailed description of corporate structure and ownership.	Click here to enter response.

3.2. Financial Strength & Legal Considerations

3.2.1.	Financial Strength. Provide three (3) years of company and any parent company financial statements or other documents that speak to the financial strength of the company, such as the most recent Annual Report to Shareholders and 10K Report (if applicable) or audited financial statements, including income statement and balance sheet. <i>Note: you may mark this information as a "Trade Secret" per the terms of <u>RFP Section 3.4 – Trade Secrets Prohibition; Public Information Disclaimer</u> and provide your response to this question in a separate electronic file that includes a "Trade Secret" watermark. Any company financial information provided should be included as part of the Technical Proposal. The proposal scoring of this <u>Section 3.2.1.</u> for Bidders that do not provide any financial information will be zero/fails to meet.</i>
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Company financials filed separately as a trade secret. See Technical Proposal – Britespan Building Systems- Section 3.2.1 Financial Stregnth.

3.2.2.

Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.

None

3.2.3.

Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.

None

3.2.4.

Mandatory Contract Performance Disclosure. Pursuant to RFP Section 3.13, disclose whether the your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any "formal claims" for breach of those contracts. For purposes of this disclosure, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

None

3.2.5.

Mandatory Disclosure of Governmental Investigations. Pursuant to RFP Section 3.14, indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

We have one scenario to bring to attention but there has been no legal action taken to date and we do not anticipate any. In the past several years we have been and are currently the predominant supplier to ODOT and other Ohio municipalities with over 40 buildings erected. In 2018 we had received orders into our order processing department for some new building orders for ODOT. The dealer did not check a box on the order stating the buildings required American steel as these project were funded by a federal grant that was not normal for most of the other projects. The buildings shipped out and were erected and accepted by ODOT. Afterwords an audit was conducted and mill certificates for the steel were required which showed the steel was from Canadian origin. The dealer is currently in process of correcting the situation. In the meantime, we have 13 more buildings in process with ODOT so we do not believe this will be an issue going forward. From Britespans perspective, there are no challenges to using American milled steel in the future, this was a process error on the dealers part and will not happen again.

3.3. Industry Qualifications

3.3.1.	Company Identification. How is your organization best identified? Is it a manufacturer, distributor/dealer/reseller, or service provider? Based on your answer, please provide a response to question 3.3.1.1 or 3.1.1.2.
Britespan Building Systems is a manufacturer.	
3.3.1.1.	Authorization. If your company is best described as a distributor/dealer/reseller (or similar entity), please 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?
NA	
3.3.1.2.	Network Relationship. If your company is best described as a manufacturer or service provider, please describe your direct sales and service force and how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. Is your direct sales force employed by your company or by a third party? Please explain.
<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 plugged into the company directly for an uninterrupted work flow. 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 Equalis 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 Equalis members and offer them far more than just a building solution. We focus on finding better solutions incorporating labor and long-term usage into the equation which ideally saves them a great deal of money in the long run.</p> <p>Our dealer network is the most experienced and most tenured group in the industry. Made up of 19 third party 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 regular contact with this dealer network on a weekly basis to make sure they are offering service that is second to none. We also host two 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 Equalis members will have a local one stop shop for all of their building needs coupled with a top-notch manufacturer behind them.</p>	
3.3.2.	Industry Experience. For how long has your company been in the modular, portable, fabric building & structures and/or related products and services industry? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from the provision of modular, portable, fabric building & structures and/or related products and services?
Our leadership and management team has been in the industry for over 25 years. Britespan Building Systems Inc. has been in the industry for 10 years. 100% of the company's revenue has been generated by the manufacturing of fabric buildings and structures for the past 3 years.	

3.3.3.	Geographic Reach. Describe your company's service area in the United States (e.g., nationwide, the continental United States, or specific states or regions). If your company does not currently provide services nationwide, describe your plans/timeframes to achieve nationwide service provision, if applicable.
We cover the entire United States of America including Hawaii and Alaska.	
3.3.4.	Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?
<p>Below is a list of our current certifications. These have been maintained on an ongoing basis since they were achieved and will continue into the future.</p> <ul style="list-style-type: none"> • AWS (American Welding Society) Certified to AWS B5.17 and QC17 Standards. Requires re-certification and external auditing every three years. • 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. • 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. • CE Mark – Certified and audited to BS EN-1090. Requires surveillance audits and re-certification audit every three years. • Building Materials Evaluation Committee for the Province of Ontario in Canada. The Building Materials Evaluation Commission (BMEC) is a regulatory agency authorized under the <i>Building Code Act, 1992</i> (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, material test results. We are currently in the renewal process with BMEC. • 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 March 2021 for completion. 	

3.4. Public Sector Focus

3.4.1.	Public Sector Contract Vehicles. What Public Sector contract vehicles (e.g., state term contracts, General Services Administration schedules, group purchasing organization contracts, etc.) does your company have in place to provide modular, portable, fabric building & structures and/or related products and services to public sector entities under an exemption from the standard public sector bid/RFP process? For each contract vehicle, when was the contract established, what is the expiration date, and is the award sole source or multi-source (i.e., is your company the only supplier for the spending category or are multiple competing suppliers included in the contract vehicle), and how much annual revenue your company generated through the contract(s) in each of the last three (3) calendar years?
We currently hold a state contract for West Virginia which goes through 2022. The average volume on this has been about \$190k per year. This contract has just been extended.	

We were awarded a four-year contract for the city of Seattle covering all municipal entities which goes through 2023. This contract amount is estimated at \$1.4 million U.S. per year.

Our dealers also hold contracts that we do not have further detail on at this time but order buildings and services as needed.

We are also a Sourcewell contract holder through 2023. This year our spend will be in excess of 1 million dollars.

3.4.2.

Public Sector Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education) and local governments (i.e., municipalities, counties, special districts, and state agencies)?

Britespan's 2019 sales to the government sector as a percentage of total revenue was 26%. The education sector represented less than 1% of sales in 2019.

3.4.3.

Public Sector Strategic Growth Plan. Describe your company's three to five-year local government, K-12, and higher education sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company's revenue generated by sales to local governments and educational institutions in each of the last three (3) calendar years? What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions?

Schools are not a large user of fabric structures due to the occupancy and fire rating requirements so it is not a large push. Adversely, local governments are one of our primary avenues of distribution. This comes by way of salt storage buildings which make up almost half of our volume in the United States. Our strategic plan is to revamp the salt storage industry from the ground up. This has been a major focus for us and we have been driving this change for the past 2 years with unrivaled results. We have a multi pronged approach that ties direct marketing, lunch and learns at all levels of the process from procurement departments to engineering firms across the country. Our growth in this arena remains our primary push for the indefinite future.

Britespan's 2019 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.). The education sector represented less than 1% of sales in 2018.

Britespan's 2018 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.). The education sector represented less than 1% of sales in 2017.

Britespan's 2017 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). The education sector represented 2% of 2016 sales, all in Canada.

3.5. Customer References

3.5.1.

Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Your references should include a mix of types and sizes of public sector entities such as municipalities, K-12 schools or school districts, and colleges and universities. Each reference should include:

- Customer name and location;

- Customer contact person and their title, telephone number, and email address;
- A brief description of the products and services provided by your company;
- Customer relationship starting and ending dates; and,
- Notes or other pertinent information relating to the customer and/or the products and services your company provided.

St Marys College

Geoff Powers

209-495-9605

gpowers@calmilleng.com

12- 40'x42' temporary classrooms full turn key solution

Relationship less than 1 month old, scheduled to be complete 8/20/20

Ohio Department of transportation

Eric Moser

614-466-7170

eric.moser@dot.ohio.gov

Relationship with Eric

Over 40 buildings on various sites across the state of Ohio in the past 3 years.

Relationship with Dealer Greystone Construction Company for 5 years.

Britespans relationship with ODOT has been going for about 9 years.

Town of Lee, NY

Timothy M. Hogan, PE

315-338-5780

jdihepc@gmail.com

80x 120 salt storage

Relationship with Dealer Eagle Associates for 2 years

City of Rome, NY

Tom Jones

315-534-0485

No email available

80x 96 salt storage

Relationship with Dealer Eagle Associates for 1 year

Town of Champlain, NY

Casey D. Dickinson

315-408-3662

cdickinson@thebcgroup.com

72x200 salt storage

Relationship for 2 years

3.6. Insurance Coverage

3.6.1.	General Liability, Property & Automobile Insurance. If your company is selected as the Winning Supplier, during the term of any agreements between your company and Equalis Group, and for two (2) years following expiration or termination of such agreements, your company, at its own expense, will maintain and will require that its agents, subcontractors, or suppliers engaged in your company's performance of its duties under such agreements, maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under such agreements. Confirm that your company either a) has, or b) will purchase insurance coverage as described herein.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Confirmed		
3.6.2.	Employee Dishonesty – Members. The Winning Supplier shall be held fully liable for any and all dishonest acts of its employees and/or its subcontractor's employees. Coverage must be provided for Third Party Employee Dishonesty, covering all employees and all officers of your company and any subcontractors, in an amount not less than \$100,000 per occurrence. Confirm that your company either a) has, or b) will purchase insurance coverage as described above covering all employees and all officers of your company, in an amount not less than \$100,000 per occurrence for each Equalis Group Member utilizing the Program.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Would be purchased upon award.		
3.6.3.	Third Party Employment Practice Liability – Members. The Winning Supplier shall be held fully liable for any and all employment practice acts of its employees and/or its subcontractor's employees, such as, but not limited to, sexual harassment and discrimination. Coverage must be provided for employment practice liability, covering all employees and all officers of your company and any subcontractors, in an amount not less than \$1,000,000 per occurrence. Confirm that your company either a) has, or b) will purchase insurance coverage as described above covering all employees and all officers of your company, in an amount not less than \$1,000,000 per occurrence for each Equalis Group Member utilizing the Program.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Confirmed		

Section 4. Products and Services

4.1. Products

Note: The products priced and included in Attachment B – Cost Proposal will be used to define the products that will be offered to Equalis Group Members.

4.1.1. Product Description(s). Provide a detailed description of the products you are offering as a part of your proposal. Your response may address, but is not limited to, durability, materials, ability to customize, and common applications and uses.

Britespan is offering a solution to every Equalis member's fabric building needs. We can provide everything from a simple building kit to a full turn key solution. As part of this submittal you will find price pages on our buildings. You will notice that there are different bay spacings listed with each building model. Due to all of the different required engineering criteria per each given geographic region there is not a one size fits all solution. For example, a 65ft wide building in Wisconsin may need to be 6ft on center to handle the snow load while that same building may be 16ft on center in Kentucky where there is less snow per the building code. Another scenario is the building codes used by each municipality. We recently quoted a building in New York where the municipality was using the 2009 International Building Code and the truss spacing was 12 ft on center. This customers friend who is less than 5 miles away wanted to build the same building and his town was using the 2012 International Building Code and that building needed to be at 8 ft on center. Exact same building, but due to the code year difference it required different bay spacing. With the complexity of site conditions and varying building codes across the country the bay spacing will be determined by the engineering data for each area.

We will also offer labor and foundation services as part of this proposal. These two items also bring some challenges to the table when trying to assemble a proposal throughout the country. Labor rates vary dramatically from region to region as does the earth where the buildings will go. As this proposal is open ended to where the members reside, we will offer the labor and foundation services on a per project basis. This has worked extremely well on our Sourcwell projects by not having to use an inflated number trying to hit a one size fits all scope. To ensure pricing is not inflated, our dealers provide project numbers of other buildings in their area which reflects past labor rates. On the topic of foundations, it is rare subsoil reports are done prior to buildings getting ordered which can also cause challenges. If a dealer starts to dig and hits rock, they may need additional equipment. There are normal exclusion on construction contracts that address this scenario and others like hitting contaminated soil. For these reasons, foundations will be offered but will also be priced on a per project basis as concrete itself has drastic cost differences in different areas.

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 Equalis members currently have access to Atlas, Super Atlas, Apex, Easy Access, and Genesis, the other lines can be made available but are all quoted by job only.

Series overview: See attachment (Technical Proposal – Britespan Building Systems- Section 4.1.1 Building Profiles)

NE series (Good)

This is our economy series of structures with widths ranging from 30-72'. These buildings are not engineered but come offer all the great characteristics of our higher end line up at a lower price point.

Atlas series (Better)

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.

Super Atlas series (Better)

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.

Apex Series (Better)

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.

Easy Access (Better)

The Easy Access series is a line designed for the municipal market. It is the only 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.

Genesis series (Best)

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.

Epic series (Best)

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 offers eaves as standard giving it a very appealing profile.

Magnum Series (Best)

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 ??-??'

Rigid Beam Series (Best)

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.

4.1.2. *Differentiators.* Describe what differentiates your company's products from your competitors.

COMPANY See attachment (Technical Proposal – Britespan Building Systems- Section 4.1.2 Differentiators)

In-house manufacturing of both the trusses and the covers

A fabric building has two major components – the steel trusses and the fabric roof. Britespan Building Systems has their own steel manufacturing facility and its own fabric roof manufacturing facility which are demonstrated in the videos attached to the drive provided with this application.

For your convenience, you can view them on YouTube at the following addresses.

Corporate video: <https://www.youtube.com/watch?v=e1caEWI0Wcw>

Move to Wingham to new Fabric Manufacturing facility: <https://www.youtube.com/watch?v=0KJPNdLO26E>

Many manufacturers in our business do either the steel truss manufacturing or the fabric manufacturing and contract what they do not do. We also used to do this years ago but found that to have full control of “quality and accountability” in the production phase, we needed to produce 100% of our main components. The value add in this is that we have 100% control of quality in the production of the two most significant parts of what is the end product.

Inventory on hand for rapid response

At any time of the year Britespan usually has inventory exceeding 3.0 million dollars, as can be seen in Appendix 5 (the electronic version is called great inventory). 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 added is that we are one of the few companies that keep a great inventory of common products for your Equalis members.

Ability to customize

Due to having a great 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 Equalis members. That is value added!

Dealer Network

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 Equalis members the most experienced installation service around.

PRODUCT

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. Equalis members will be able to take advantage of this approach immediately. Some companies have a general product line that they pull off of 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.

In terms of the building specification and procurement process that municipal entities use, most 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.

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 Equalis members. Please see Appendix 9.7 – Fabric Building Buyers Guide.

While total project cost savings is the most important benefit to Equalis 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.

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 (approx. .5oz psf) of galvanization to the outside of the steel as part of the rolling process. The inside of the tube is then spray painted on the inside. 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 and sent to the end user to be installed. The difficiency of this process is that when the tube is welded the heat generated by the welding process burns the spray paint off of the inside of the tube leaving it open to rust and corrosion. There are several other challenges regarding the in-line process of galvanizing all of which shorten the useful service life of the building.

Britespan uses a galvanization process called Post Production Hot Dip Galvanizing (PPHDG). There are several reasons why this method is superior to in-line. First, we start with black structural steel. We then roll and weld the steel tubes into trusses. After the trusses are completed they go through a 7 step galvanizing process. The critical difference in this process is that the zinc(galvanizing) is applied after all of the fabrication. This eliminates the need to perform any welding after the fact that comprimizes the steel. Equalis members benefit from this process as it applies a much thicker coating of zinc (approx. 1.7oz psf) to all surfaces of the truss, inside, outside of the tube as well as over all of the welds. This useful service life of this product is often double the life of in-line galvanized product. See attachment Technical Proposal – Britespan Building Systems- Section 4.1.2 – Batch Hot Dip and Inline Galvanizing.

The other unique attribute that sets us apart is the production of our membrane covers. Britespan is the only manufacturer who assembles our covers on the same site as our production operation and utilizes the only heated welding floor in the industry.

Many competitors use third party companies to assemble their covers. They have little ability to monitor quality control during the process resulting in inconsistencies. Complete quality control over this process is the difference in a long lasting product vs a cheap product. Welding of these covers must be within a 5% temperature variance to ensure a structurally sufficient consistent weld. Welding floor temperatures vary due to a number of factors. Outside temperature is 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 temps 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. 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 eliminates this inconsistency by utilizing a heated welding floor which maintains a constant temperature across the entire floor. Equalis members benefit by receiving a much more consistent product.

An additional investment has been made in the newest testing equipment. We test our raw fabric daily in house to ensure it is within the manufactures specification prior to it being made into covers and shipped out. Using this testing equipment, we also calibrate the welders at the start of every shift to ensure the welding temperatures are exactly where they need to be. Upon calibration of the welders, we run test welds on the fabric and use the testing equipment to peel them apart. This confirms that the welds meet or exceed the requirements of the material and applications it is going into.

Lastly, we have installed an infra red scanning device on our keder welding machine. This device continuously monitors the fabric as it passes through the welder and reads the weld temperature. If the machine detects a variance outside of what is allowed it will immediately stop the process. These testing procedures and equipment are extremely expensive but virtually eliminates the challenges that are experienced by using third party fabricators.

Industry leading fabric welding techniques

Britespan has also invested in a new welding technique that is used on our kedered panels. This technique utilizes a new two inch weld that is facilitated through a wedge weld as opposed to the industry standard hot air one inch weld. This new weld results in a pull strength that is over 80% stronger than the conventional weld.

Britespan is the only tension membrane manufacturer that looks at the total project cost over 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 Equalis 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 Equalis members. Please see Technical Proposal – Britespan Building Systems- Section 4.1.2– Fabric Building Buyers Guide.

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Section 5. Services

5.1. Turnkey Capabilities

Note: The capabilities priced and included in <u>Attachment B – Cost Proposal</u> will be used to define the capabilities that will be offered to Equalis Group Members.	
5.1.1.	<p>Turnkey Capabilities. Describe the capabilities available through your company and, if applicable, your authorized network of dealers and resellers that support your ability to provide turnkey solutions for Equalis Group Members. Identify which of those capabilities are provided by your company and which are provided by your network of dealers and resellers.</p> <p>Britespan is fully capable of providing turnkey options across the entire United States. This can include everything from earthwork to electrical and anything in between. Based on geography, many of the needed services will be provided directly by our dealers. In some cases where projects may be outside of a dealer's all-inclusive coverage area these services will be contracted out. This is a benefit to Equalis members as they will have localized service available to them as needed. A good example of this is overhead doors. Britespan could ship doors as part of the building package, but if something happens to the door, there could be a delay to get the needed parts and the freight may be higher than have a local servicing dealer take care of the initial product and installation.</p> <p>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 situations 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>Another unknown will often be what will be found in the ground upon starting the project. Change requests may be needed to handle unforeseen circumstances.</p> <p>We have handled this scenario in our Sourewell contract by adding the services to the "sourced products and services area" as they will vary from project to project depending on the scopes of each project.</p>

5.2. Installation

Note: The services priced and included in <u>Attachment B – Cost Proposal</u> will be used to define the services that will be offered to Equalis Group Members.	
5.2.1.	<p>Installation. Is installation available as a part of your proposal? If yes, continue answering the remaining questions in 5.2.</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Yes, installation is available across the country.</p>
5.2.2.	<p>Installers. Is the installation service performed by an company owned installation team or one of your dealers or resellers?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

Our installations are completed by our authorized dealers. In some cases, direct oversight from company experts is provided when required. The main reason for this model is ongoing service. Our dealers are responsible for geographic territories and are nearby should service and maintenance be required.

Most other manufacturers in the fabric building industry publish labor projects to be bid and receive bids from numerous contractors. Few have been properly trained and often travel across the country to do a project. The challenge comes when an Equalis member needs service or maintenance after the original install. The contractors are rarely reachable and most often charge exorbitant amount to remobilize across the country.

5.2.3. **Qualifications.** Describe the qualification of your installation crews. Your response may include, but is not limited to, training and certification requirements.

Our installation crews are the most tenured in the industry with many have 15+ years of experience or more. We go through a thorough vetting process before we ever consider bringing on new dealers/ installation crews. All new crews are personally trained by our in house installation expert. After that, we host 2 meetings per year where new installation methods are discussed directly and these new ideas get implemented into the new dealer training course that all dealers go through. Additionally we have an open forum on our dealer portal that is used by the dealers to either get help on the fly and/or to share ideas regarding the buildings. We are currently building an online installation training model that will be used to train new employees to a crew.

While we have varying levels of dealers, a majority of them carry OSHA certification for safety. Many of the dealers also carry MSHA and varying levels of security clearances to be able to work on any type of jobsites.

5.3. Other Services

5.3.1. **Design Services.** If yes, provide a description of your design services. ☒ Yes ☐ No

Britespan's technical staff has the capability to design a number of different projects. More than half of our business is driven by custom designs that are required to meet the needs of our clients. If we need capacity outside of our immediate staff, we have relationships with 3rd party contractors as needed.

5.3.2. **Engineering Services.** If yes, provide a description of your engineering services. ☒ Yes ☐ No

Britespan has two engineers on staff and works directly with several 3rd party engineers who have the ability to design and engineer a number of things. We primarily use them to design the foundations that our buildings sit on but it is not limited to that.

5.3.3. **Training.** If yes, provide a description of the training services offered. *Note: Training services are not limited to those provided to the members but can also extend to the training you provide you dealers, distributors, and resellers.* ☒ Yes ☐ No

We offer care and maintenance guidelines with all of our building packages; further training is not necessary in regard to our buildings from the owner's perspective.

Britespan provides the most cutting-edge training in our industry. All dealers go through an extensive 3-day training at the corporate office in order to become an authorized dealer. After that, the company hosts a regional meeting and a dealer conference to offer ongoing training every year. Additionally, bi-weekly webinars are hosted for the dealers to stay up to speed on the industry

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.

5.3.4.	Maintenance Services. If yes, provide a description of the maintenance services included in your proposal.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Most Britespan dealers offer ongoing maintenance contracts. Due to the complexity and variation of each building it is not possible to offer a one size fits all solution. Some owners schedule twice a year maintenance, others go for annual. Lift equipment is needed for routine maintenance and the cost of this equipment varies across each geographical region. Some projects require prevailing wage while others do not. The dealer would gladly offer their services to Equalis members but it would need to be priced on a per job basis.

5.3.5.	Repair Services. If yes, provide a description of your repair services.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Britespan dealers offer a wide variety of repair services of not only our own buildings. Many dealers are very familiar with competitive brands as their reputations often pull them into repairing competitive products when the installers are nowhere to be found. Like the maintenance services section above. There are too many variables to provide up front pricing for repairs. So Britespan would offer repair services on a per job basis.

Section 6. Business Operations

6.1. Customer Service

6.1.1.	<p>Customer Service Department. Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>
<p>Britespan buildings owner's primary customer service resource is the dealer who they bought the building through. Several dealers do maintain a stock of parts at their locations, otherwise the parts are shipped out of the corporate office. This provides them a local resource who can help them out. Additionally, Britespan Building Systems office is fully staffed between the hours of 8-5 Monday through Friday. The customer service department is great at helping direct any inquiries to the correct functional area. This department has a staff of 6 people. The Business Development Managers are also great at helping 24/7. This is especially helpful in times of weather and social catastrophes, The owners of our structures will always be able to talk to a live person whenever they need. While Britespan manufactures out of Wingham Ontario Canada, our US office is in Central Wisconsin.</p> <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 can handle most 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>	
6.1.2.	<p>Complaint Resolution. Describe your customer complaint resolution process. Describe how unresolved complaints are handled.</p>
<p>Our first level of complaint resolution is handled by the local dealers as they are best suited to resolve local challenges. If the complaint cannot be handled at this level, it will be passed on to the Business Development Manager for the area. They will assure prompt resolution of the situation and they have full authority to correct the challenge. We have not seen a challenge yet that couldn't be handled at this level.</p> <p>Britespan prides ourselves on service and as previously mentioned our dealer vetting process is very thorough to ensure our dealers are of the same mindset.</p>	
6.1.3.	<p>Product Returns. Describe your product return policy and procedures.</p>

If a product is ordered but not manufactured, we only ask the the member cover any costs that have been incurred. Returns after shipment are generally not allowed due to the custom nature of our products. If however, a standard building order needs to be cancelled prior to shipment, we will work with the owner to help as best we can. Generally speaking there will be a 25% restock fee applied to the order. Custom buildings cannot be returned.

6.2. Order & Invoice Processing; Payment

6.2.1. *Purchasing Options.* Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of contact or if the contract will be made available to your dealers and reseller to serve as the single point of contact.

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. This method will generally only be used when the building kit is the only thing needed. When installation is required, it is best to run through a local dealer. 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 Technical Proposal – Britespan Building Systems- Section 6.2.1 for our New Order and Technical Process Flow

Orders submitted through our dealers will follow a similar process as above but the dealers have the ability to price the ancillary items such as labor and foundations as part of their packages.

Our Authorized dealers would have direct access to be able to sell to Equalis members as they by agreement are extension of our business.

6.2.2. *Order Process.* Describe your company's proposal development and order submission process.

Our proposals are generated from one of two places. Most commonly Equalis members will work directly with our authorized dealers. These dealers will access the Equalis price pages and price our product to the end users appropriately. They would also price the foundations and labor at an aggressive price based on the project expectations.

For projects not being sold through authorized dealers, the process will remain the same.

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6.2.3. *Invoice Process.* Describe your company's invoicing process.

Invoices are prepared and emailed to customers on a daily basis as per contractual terms.

6.2.4. *Payment.* What is your standard payment terms? What methods of payment do your company accept?

Our typical payment terms for a building only purchase is 30% deposit due with order and the remainder invoiced upon shipping (payable Net30). For turnkey solutions, our typical terms are 30% deposit due with order, 60% invoiced upon shipping (payable Net30) with the remaining 10% invoiced upon completion (payable Net30). For international orders, typical terms are payment in full prior to shipping.

Payment terms can be negotiable on an individual contract basis.

6.2.5. *Financing.* Does your company offer any financing options or programs? ☐ Yes ☒ No

The Company does not lease or finance directly however, we have relationships with 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 Equalis members in the event of Contract Award to Britespan.

6.3. Members Contracting for Services

6.3.1. *Customer Set Up.* Once an Equalis Group Member decides to accept your company's proposal for services as described in this RFP, what is the process for the Member to become a customer?

There is no process to become a customer. All that needs to be done is for them to sign the proposal and pay the down payment and they officially become a customer.

6.3.2. *Customer Agreements.* Does your company have standard customer agreements? If yes, please provide copies of any standard customer agreements and provide a response to question 6.3.3. ☐ Yes ☒ No

NA	
6.3.3.	Contracting. What is the process for reviewing, negotiating, and finalizing any customer-specific contract terms or requirements? Approximately how long does the contracting process take to complete (i.e., secure a fully executed contract document)? What is the typical term length of your customer agreements?
Our process for reviewing through finalizing contracts is either conducted by the authorized dealers or Britespan directly. Our contracts are simple and straight forward. Once reviewed and signed by the Equalis member, contracts are confirmed internally and the orders will be placed. From initial inquiry to final contract can take place in as little as 24 hours. Our typical term is normally one to two weeks.	

6.4. Bonding Capabilities

6.4.1.	Bonding. Describe your company's bonding capacity.	
Current limits are set at 2 million single, 6 million aggregate. Our Surety has indicated that they would be flexible if either of these limits are not sufficient. To date, this has not been necessary.		
6.4.2.	Rating. Is your bonding obtained from a surety with an "A" rating from AM Best?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Surety is Atlantic Specialty Insurance Company.		

Section 7. Warranty

7.1. Warranty

7.1.1.	<p>Warranty. Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment as instructed in <u>Section 2.3</u> of this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. How long is the warranty? Please indicate, and describe if applicable, if there are any optional extended warranty coverage available to Members. How does your warranty coverage compare to that of your competitors? Pricing related to the any extended warranty options must be included in <u>Attachment B – Cost Proposal</u>.</p>
<p>Requirements to Qualify - The Britespan Limited Warranty document is attached as Technical Proposal – Britespan Building Systems- Section 7.1.1 Warranty Statement</p> <p>It is easy to qualify for Britespan Warranty. We simply ask for a set of approximately 20 pictures depicting how the building was erected and that will register the warranty process. It is that simple.</p> <p>Britespan Warranty</p> <p>Britespan Building Systems has a fair and meaningful warranty. There is a 20-year pro-rated warranty for non-FR fabric covers, and a 15-year pro-rated warranty for FR (Fire rated - Commercial) fabric covers. For example, if you are in your 10th year of the 20-year warranty and have a replacement claim, you would pay 20 minus 10 or 10/20th of the cost to replace the cover, plus the installation cost. Many companies claim to have a 20-year or even a 50-year warranty but when you actually look at the fine print, you need to send the part in question to the manufacturer for them to access it. That is usually impossible without taking the building down. As you will read below, we simply need pictures to justify the claim.</p> <p>Our warranty covers all products/components of the building including steel and membrane cover. The warranty does not cover labor.</p> <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>	
7.1.2.	<p>Claims. Describe your warranty claims process.</p>
<p>Claims Procedure</p> <p>Our claims procedure is noticeably easier than most in our industry. We simply ask for pictures depicting the area of claim and we have our warranty department review. Usually there are questions that arise but as long as we received the warranty pictures after the building was erected, it is a simple process. Many in our industry</p>	

require the part in question to be removed from the building and sent to the manufacturer. That is very difficult to do if the part is an integral part of the structure, and we do not require that. Once the warranty claim is approved, the part or parts are requisitioned from the warranty department to the manufacturing department, the parts are made and then sent to the customer. We work with the customer and local dealer to have the part installed.

Section 8. Additional Features & Other Offerings

8.1. Additional Features

8.1.1.	<p>Value Add. Describe any other features or capabilities relating to the scope of this RFP that would improve or enhance the Program. Your response may include, but is not limited to, ecommerce capabilities, marketing capabilities, green initiatives, and technological advancements.</p>
	<p>We have a vast array of capabilities to enhance the Equalis program. This starts with our dealer's promotion of Equalis. In the past 6 months our dealers have promoted and signed more than 40 entities up as Sourcewell members on our newly awarded contract for them. We also have a second to none marketing department that does a great job at promoting via ecommerce, direct outbound campaigns, print, and tradeshow.</p> <p>Green initiatives:</p> <ul style="list-style-type: none"> • 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. • Paper is collected and sent to a recycling depot where it is sorted and sent to end consumers of the material • Metal and plastic bottles/cans are collected and picked up by the local government, where the material is sorted and sold to end consumers • 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 • Motion Sensors are used through the offices for lighting. Once motion is sensed lights come on and stay lit until 15 minutes after no motion detected • Solar panels are used to light our exterior company sign as opposed to conventional energy sources such as electricity <p>Other technological advancements were called out in question 4.1.2.</p>

8.2. Additional Offerings

8.2.1.	<p>Other Capabilities. Identify and describe any other products and/or services your company offers outside the primary scope of this RFP that can be made available to Equalis Group Members. Include proposed pricing for any additional products or services your company offers in <u>Attachment B – Cost Proposal</u> in accordance with the directions provide in <u>RFP Section 2.3 Cost Proposal & Acceptable Pricing Formats</u>.</p>
	<p>Our primary capability is our ability to offer turn key solutions and very competitive pricing. With the local representation of our dealers, they have the relationships with a vast network of subcontractors who also provide that localized service. Due to the complexity and variation of the provided services there is no way to offer up front pricing. What we have done under other cooperative agreements is provide past job contracts that identify the sourced services to ensure the pricing offered is in line with the market.</p>

Section 9. Partnering with Equalis Group

9.1. Bidder Organizational Structure & Staffing of Relationship

9.1.1.	<p>Primary Point of Contact for Equalis Group. Who is the individual that will serve as Equalis Group's primary point of contact for developing and implementing a go-to-market strategy to increase Program participation by local governments and educational institutions across the country? Include the individual's name, title, a description of their role, and a resume or biography.</p>
<p>Mike Wimmer Managing Director of US Sales</p> <p>This role is responsible for all of the sales coming out of the United States. They manage all of the sales activities and staff supporting the. Some of the main duties include training Business Development Managers, Identifying key markets and establish plans to grow each of them, monitor emerging trends, and collaborate with teams.</p> <p>Bio:</p> <p>Mike Wimmer is the Managing Director of US Sales at Britespan Building Systems Inc. He has been in the tension fabric membrane building business for over 8 years and in the building industry for 26 years. Combining his extensive experience in corporate training and organizational development with degrees in Architecture and Business Administration, Mike brings a very thorough knowledge of the industry and the ability to convey that knowledge effectively and efficiently, creating a dynamic learning experience.</p>	
9.1.2.	<p>Key Staff. Provide the names, roles, and tenure with the company of other key staff members who will be working with Equalis Group in such areas as sales management, field sales, marketing, collateral development and approval, accounting, and reporting.</p>
<p>Mike Wimmer Managing Director, US Sales 10 years</p> <p>George Lawless Business Development Manager 3 years</p> <p>Chris Mikula Business Development Manager 1 year</p> <p>Lindsay Theodule Marketing Coordinator 1 year</p> <p>Murray King Financial Reporting and payroll analyst 7 years</p> <p>Steve Burke VP of Finance</p>	

3 years

9.1.3.

Organizational Chart. Provide an organizational chart describing the roles and reporting relationships of senior management and departments or divisions within your company.

See attached Technical Proposal – Britespan Building Systems- Section 9.1.3 Organizational Chart

9.1.4.

Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, segmentation by account size, inside sales, field sales, and how sales representatives are compensated (e.g., on gross revenue, profitability, or some other formula).

Britespan is set up ideally to meet the needs of your members across the United States. Our sales force consists of 19 dealers, 6 in house Business Development Managers (base salary + commissioned on sales and sales growth), 5 inside sales specialists(salaried) that completely canvas the country. Our first and best approach to your members is our local installing dealers. These people are the anchors for Britespan, that give us a local presence and has proven to be a successful model by the number of repeat customers sales these dealers generate. While most dealers cover all the market segments, we also have our master dealers who we count on for specialty projects as needed. These dealers travel around the globe and are the best in the industry. We also provide local installation and service after the sale. Other vendors bid out projects to a vast list of installation contractors. Often the low-price wins and there is no vetting process which has led to less than stellar 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 an extremely strict vetting process before ever signing our dealers on followed by the best training in the industry. To take it a step farther, it is not uncommon for someone on our corporate team to visit these projects to ensure the clients are being provided with the highest level of customer service.

All of that aside, we just do not have physical dealers in every state. Those areas are generally sparsely populated and could not sustain a dealer. That is where our Business Development managers come into play. While their focus is supporting the dealers, their other role is to fill in the gaps. These guys are on the road all the time and are truly the experts in the industry. Supporting these guys are a select group of elite dealers. These are large scale general contractors some who have offices and crews in different states and are committed to their, ours, and your members success and will travel anywhere across the country to attend meetings and install projects if they are secured. We do not use inexperienced labor on our projects as that just does not normally end well.

The above information also carries over to the service side of our industry. Our dealer network can 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.

9.2. Contract Implementation Strategy & Expectations

9.2.1.

Five (5) Year Sales Vision & Strategy. A piggybackable Master Agreement with Equalis Group provides your company with an opportunity to win new and renew existing local government and educational institution business through an exemption to the traditional bid/RFP process. In other words, public sector entities that want to purchase your company's products and services can do so without having to conduct a bid or RFP. Describe your company's vision and strategy to

	leverage a piggybackable Master Agreement with Equalis Group to win and retain local government and educational institution business over the next five (5) years.
<p>Britespan's vision upon award of this RFP is to promote and take advantage of the contract to generate as much new business as possible while maintaining exemplary customer service and product availability. Equalis members will benefit by our one stop shop for their fabric building needs. We also expect 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 the most diverse product offering. This will allow more diversification and provide your members a high quality, cost effective solution to many of their building needs. We have become raving fans of the cooperative purchasing arena and promote it strongly.</p>	
9.2.2.	<i>Driving Program Participation & Revenue.</i> What geographies and public sector vertical markets will be targeted and in what timeframe?
<p>Our largest most immediate focus will be the Midwest and Northeastern states due to the climate and the amount of opportunity that is currently present. Our initial focus will be on the municipal salt and sand market as the buildings excel in this vertical market. We will market nationwide via a number of different strategies that include but are not limited to the following:</p> <p>Website promotion Search Engine Optimization Email campaigns Blog articles Direct mail Lunch and learns Tradeshows Print media</p> <p>We will begin with initial press releases upon award of the contract and continue marketing from there. We will also target the following market segments on an ongoing basis across the country:</p> <ul style="list-style-type: none"> • Fleet storage facilities • Vehicle maintenance facilities • Salt and sand storage buildings • Water treatment buildings • Waste transfer stations/ tipping floors • Vehicle washing buildings • Disaster relief buildings • Event/ entertainment buildings • Sporting facilities • Port buildings • Airplane hangars • Aircraft maintenance facilities 	
9.2.3.	<i>Master Agreement Deployment with Sales Team.</i> How will the piggybackable Master Agreement be deployed with your public sector sales team?

We are in daily communication with our dealers. Upon Award an internal memo would be distributed announcing the award to our staff and dealers. Once we are trained on the process of how Equalis works we will assemble a Webinar and the deployment will kick off. It will also be highlighted at our conferences where the dealers will openly discuss their success and how they promote Equalis. We also have a forum section on our website where the dealers can openly discuss the topic. We will run incentives to help promote the growth of Equalis throughout the sales department.

9.2.4. *Sales Team Incentives.* How will your sales team be incentivized to leverage the Equalis Group piggybackable Master Agreement when pursuing public sector business?

Public sector sales currently makes up about half of our sales volume. The elimination of the bidding process is incentive itself as the sales cycle is shorter and the sales teams earns their commission quicker. We will also set up a competition with our sales network to drive Equalis conversions. We will set a bonus for the first Equalis sale and then we will assign target project number of building which when met the associate will earn gift cards to ensure they push the award.

9.2.5. *Revenue Objectives.* What are your revenue objectives in each of the five (5) years of the piggybackable Master Agreement?

This will realistically depend on how Equalis reaches the market for name recognition and member needs. We anticipate \$750k in the first year with a growth of \$500 each year after.

2021	\$750k
2022	\$1.25 mil
2023	\$1.75 mil
2024	\$2.25 mil
2025	\$2.75 mil

This was our recent projection with our Sourcewell award and we are on track to surpass it beginning with our first year.

9.2.6. *New Business Acquisition.* What is your strategy for winning new business under the Equalis Group piggybackable Master Agreement exemption from traditional bid/RFP processes?

Our strategy is to Educate our sales force to drive membership to everyone we find. In our largest target market, salt and sand storage, the projects are all about turn around time. By taking advantage of the Equalis award we can dramatically reduce the turn around time on projects which has proven to be very beneficial to us with our current award. This can be amplified through our marketing channels to build interest and ideally net more projects solutions for Equalis members.

9.2.7. *Existing Business Retention.* What is your strategy for retaining existing business under the Equalis Group piggybackable Master Agreement exemption from traditional bid/RFP processes?

Our retainment of current business is what we do best. Our dealers excel at customer service which is why our return customer sales base is so high. By incorporating Equalis into what we are already doing, it will solidify our existing business even more by offering them the ability to reduce the leadtime on future projects. This will keep current customers coming back for more buildings in the future.

9.3. Administrative Fee & Reporting

9.3.1.	<i>Administrative Fee.</i> Equalis Group generates revenue as a percentage of the Winning Supplier's revenue from local government and educational institutions purchasing products and services from Winning Supplier through the piggybackable Master Agreement between the Winning Supplier and	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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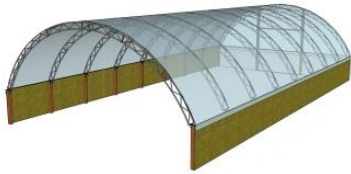
	<p>Equalis Group. The Administrative Fee is designed to align the interests of the Winning Supplier and Equalis Group – Equalis Group only generates revenue when the Winning Supplier generates revenue based on Program utilization by current and future Members. The Administrative Fee for this Program is two percent (2%) of the Winning Supplier's Program revenue, payable upon invoice issued by the Winning Supplier to participating Equalis Group Members. Confirm that, if selected as the Winning Supplier of this RFP process, Bidder agrees to this Administrative Fee structure.</p>	
<p>We agree to the 2% administration fee however, we will pay this fee once we receive the final payment completing the contractual obligation.</p>		
9.3.2.	<p>Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month and reports detailing the prior calendar year's sales invoiced and Administrative Fees earned within thirty (30) days following the end of the calendar year. Confirm that your company will meet or exceed this reporting requirement. If your company cannot meet this reporting requirements schedule, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Confirmed</p>		

Technical Proposal Attachments

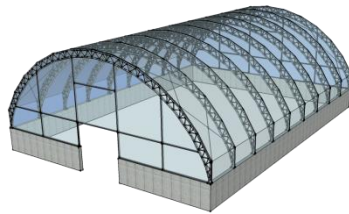
Appendix

Section 4.1.4	Building Profiles
Section 4.1.2	Batch Hot Dip and In line Galvanizing
Section 4.1.2	Differentiators
Section 4.1.2	Fabric Building Buyers Guide
Section 6.1.2	New Order and Technical Process Flow
Section 7.1.1	Warranty Statement
Section 9.1.3	Organizational Chart

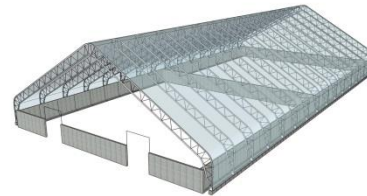
Building Series Profiles



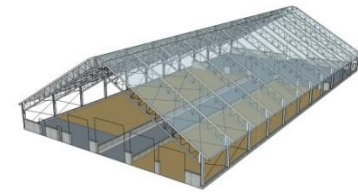
Atlas Series
19'-80' wide



Atlas Super Series
90'-108' wide



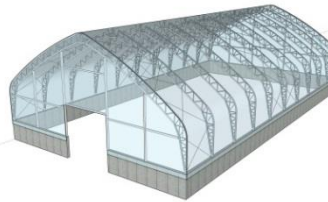
Genesis Series
80'-200' wide



Epic Series
80'-120' wide



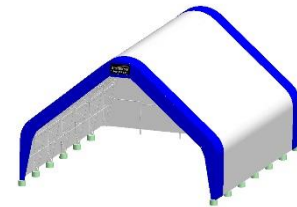
Easy Access Series
20'-67' wide



Apex Series
53'-100' wide



Rigid Beam Series
Up to 300' wide



Magnum Series
80' wide

Britespan Building Systems Inc.

Overview



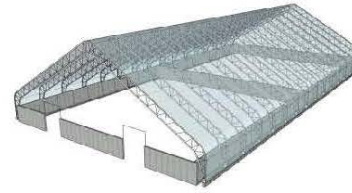
Building Series Profiles



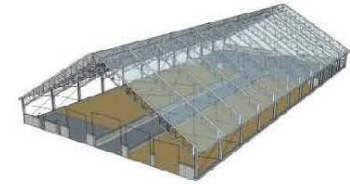
Atlas Series
19'-80' wide



Atlas Super Series
90'-108' wide



Genesis Series
80'-200' wide



Epic Series
80'-120' wide



Easy Access Series
20'-67' wide



Apex Series
53'-100' wide

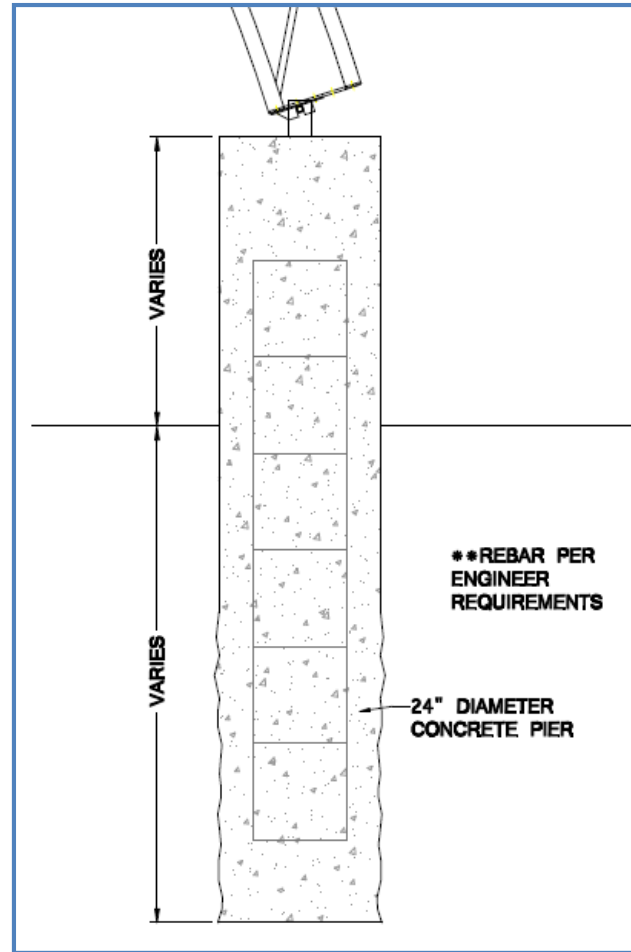


Rigid Beam Series
Up to 300' wide

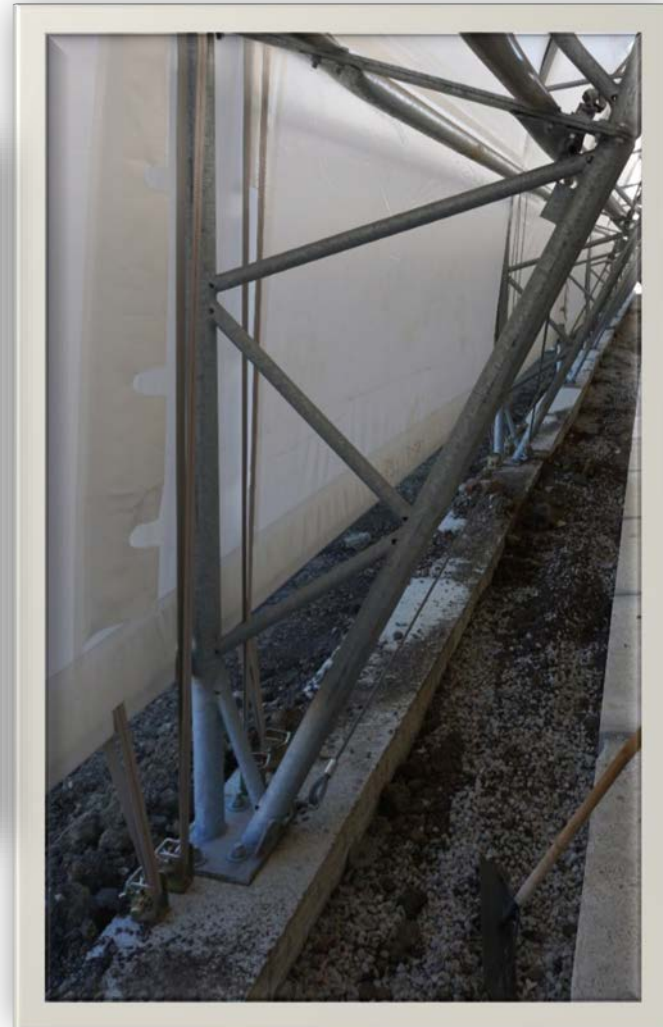
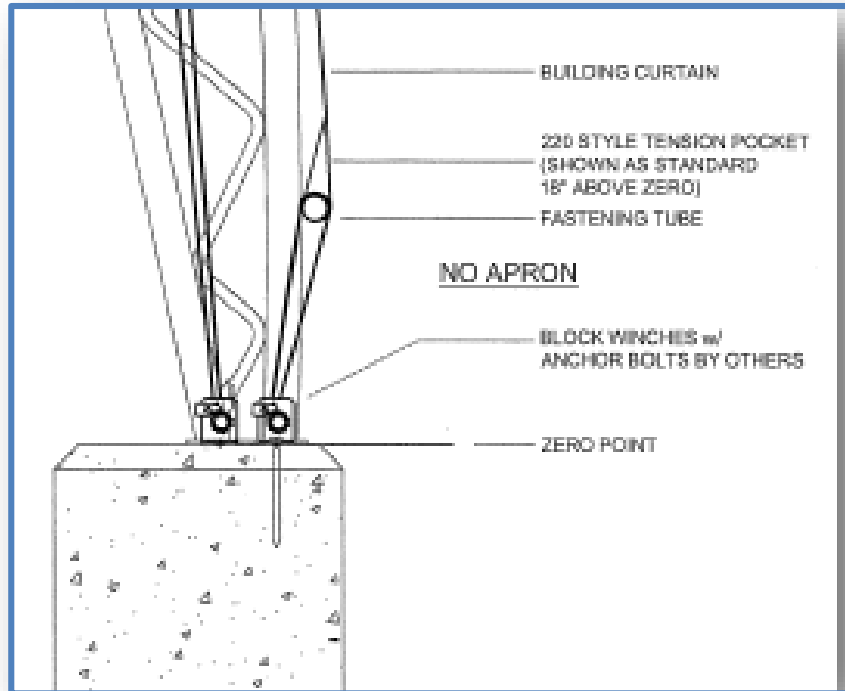


Magnum Series
80' wide

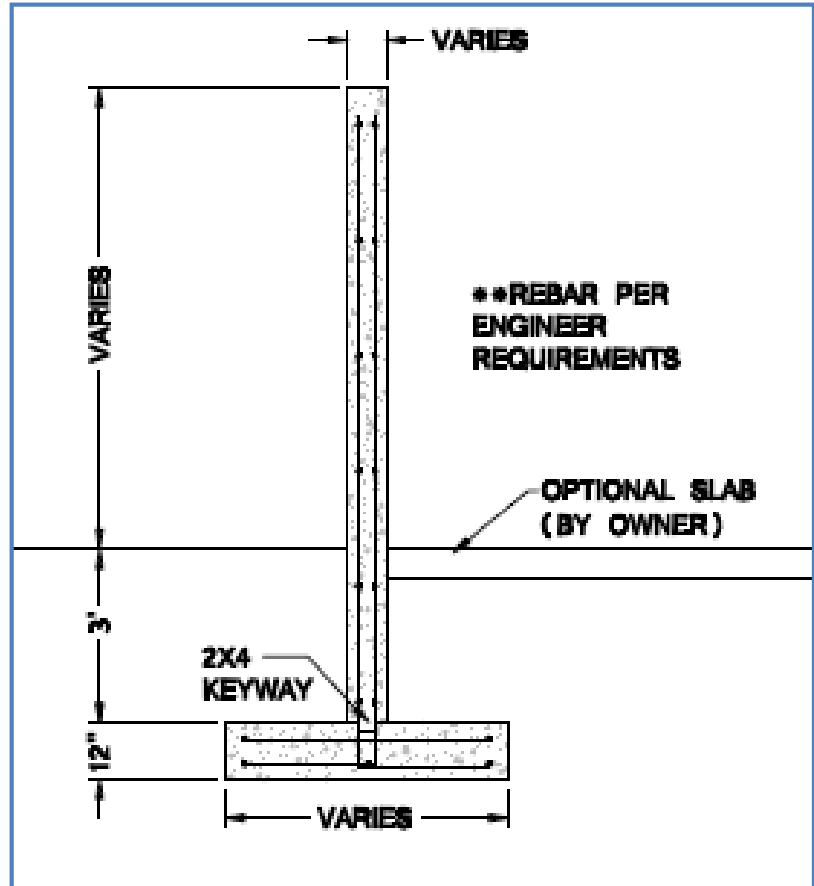
CONCRETE PIERS



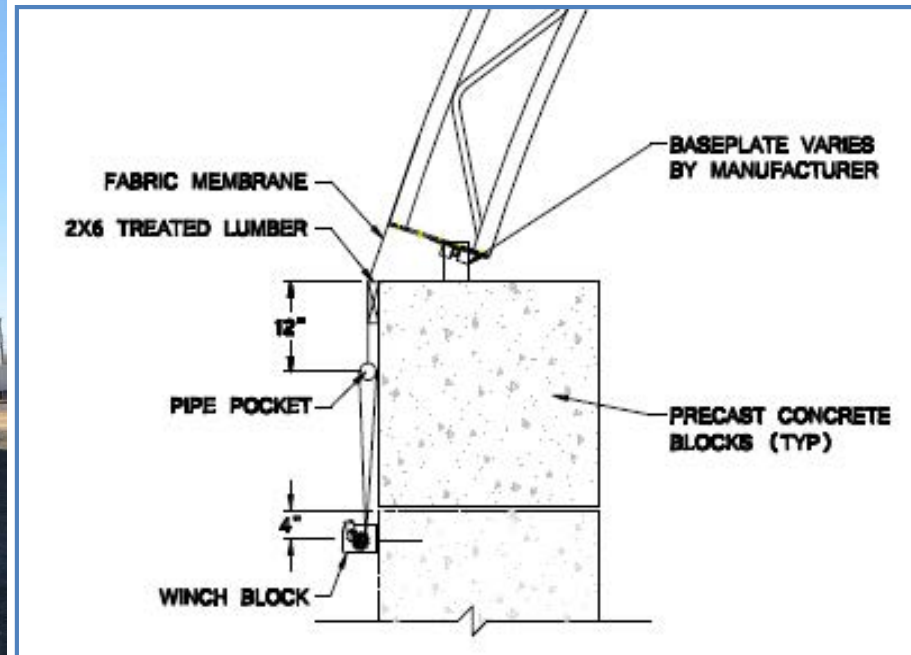
GRADEBEAM

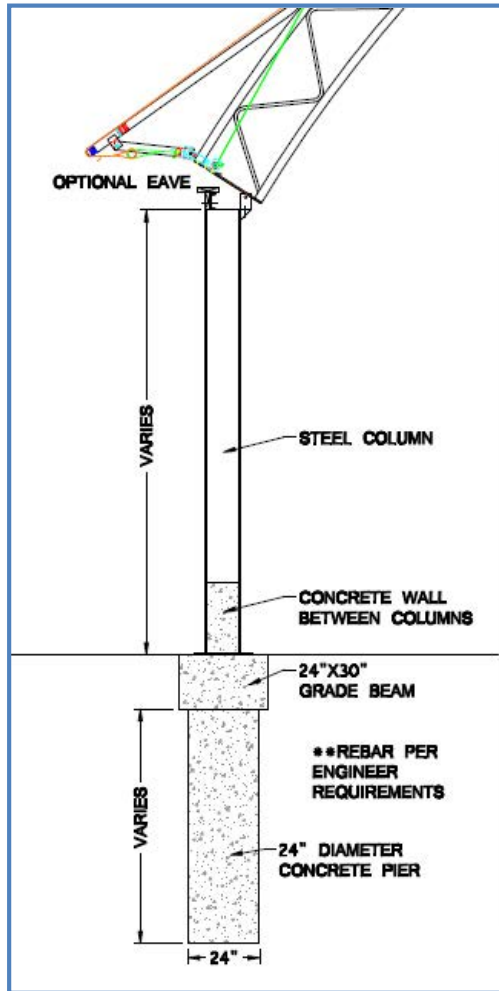


POURED WALL

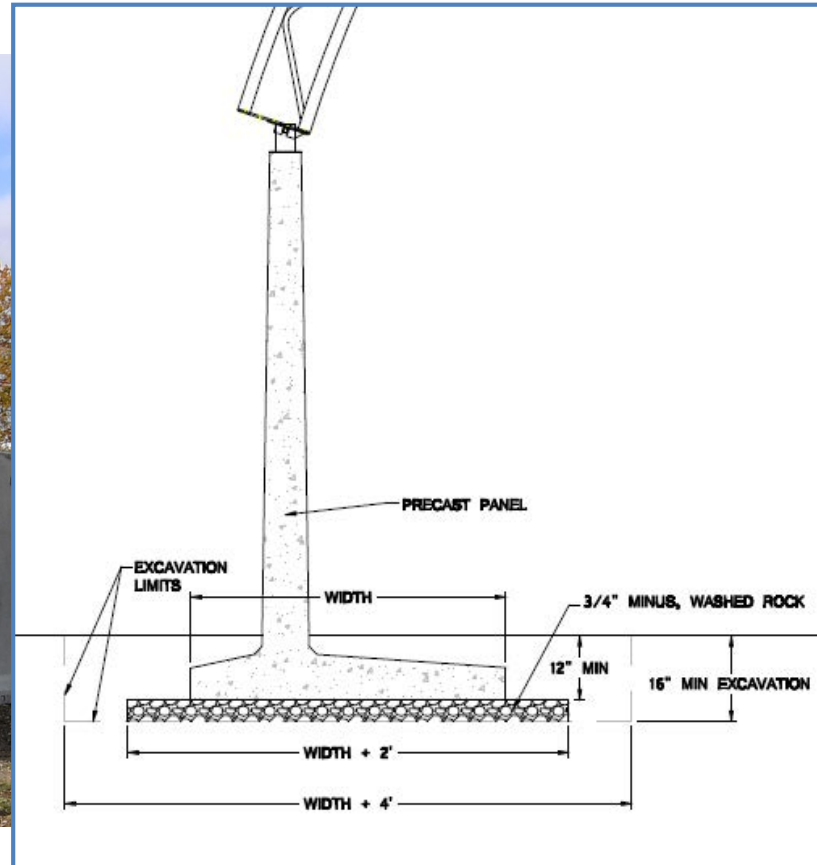


MEGA BLOCKS

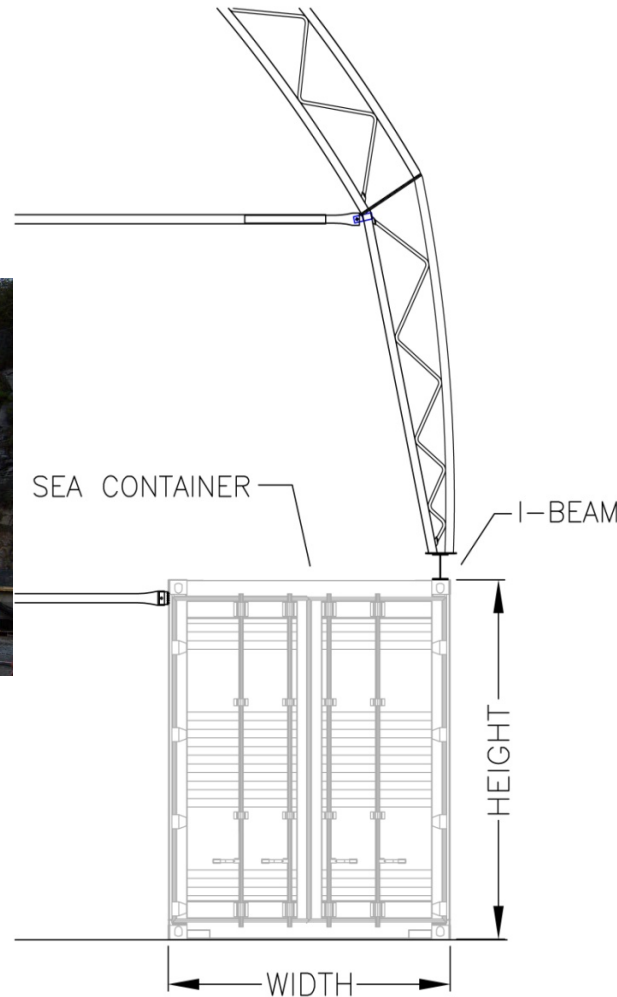




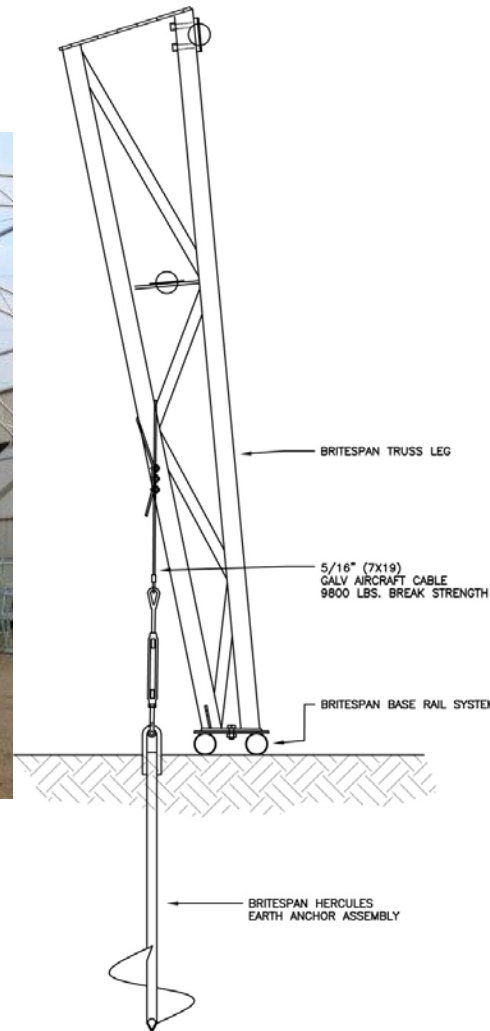
ENGINEERED T-PANEL

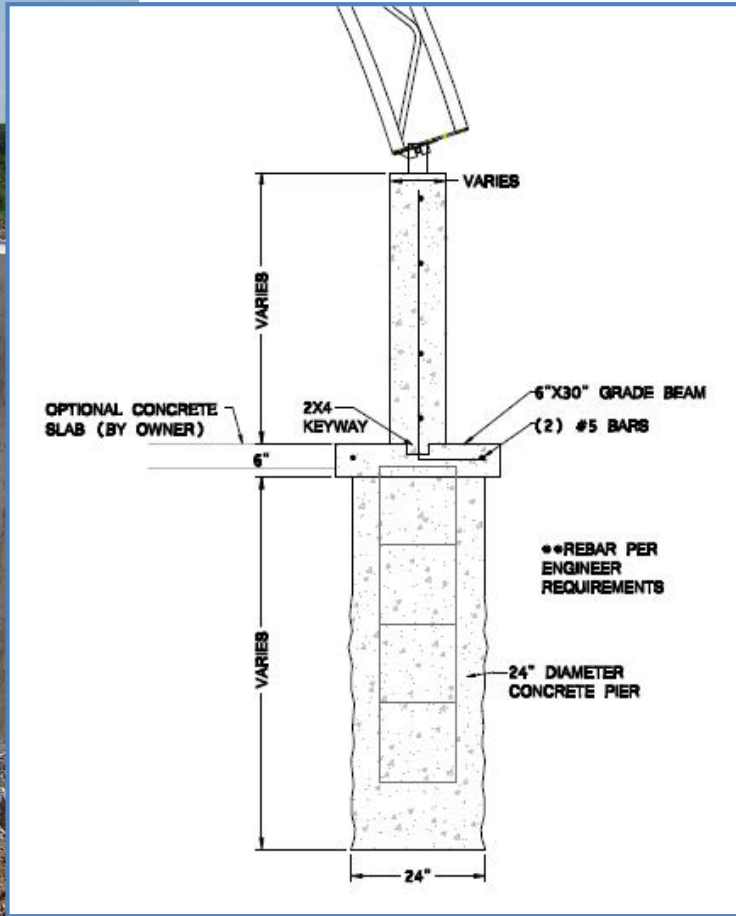


SHIPPING CONTAINERS



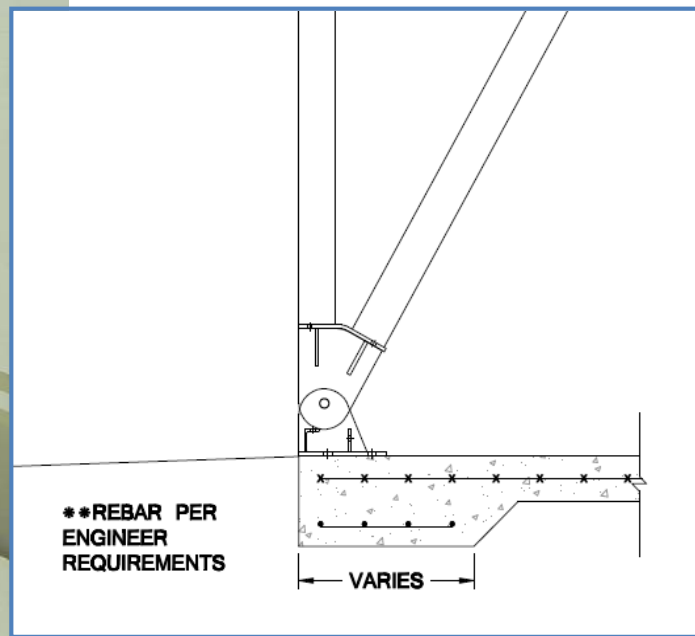
BASE RAIL SYSTEM

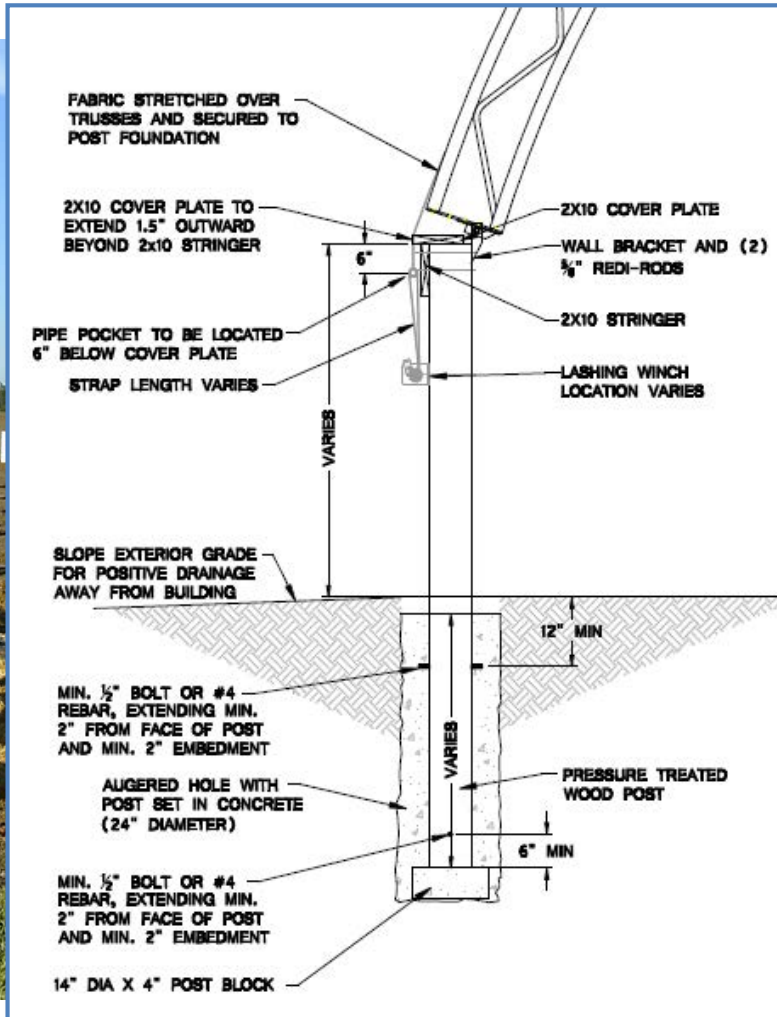




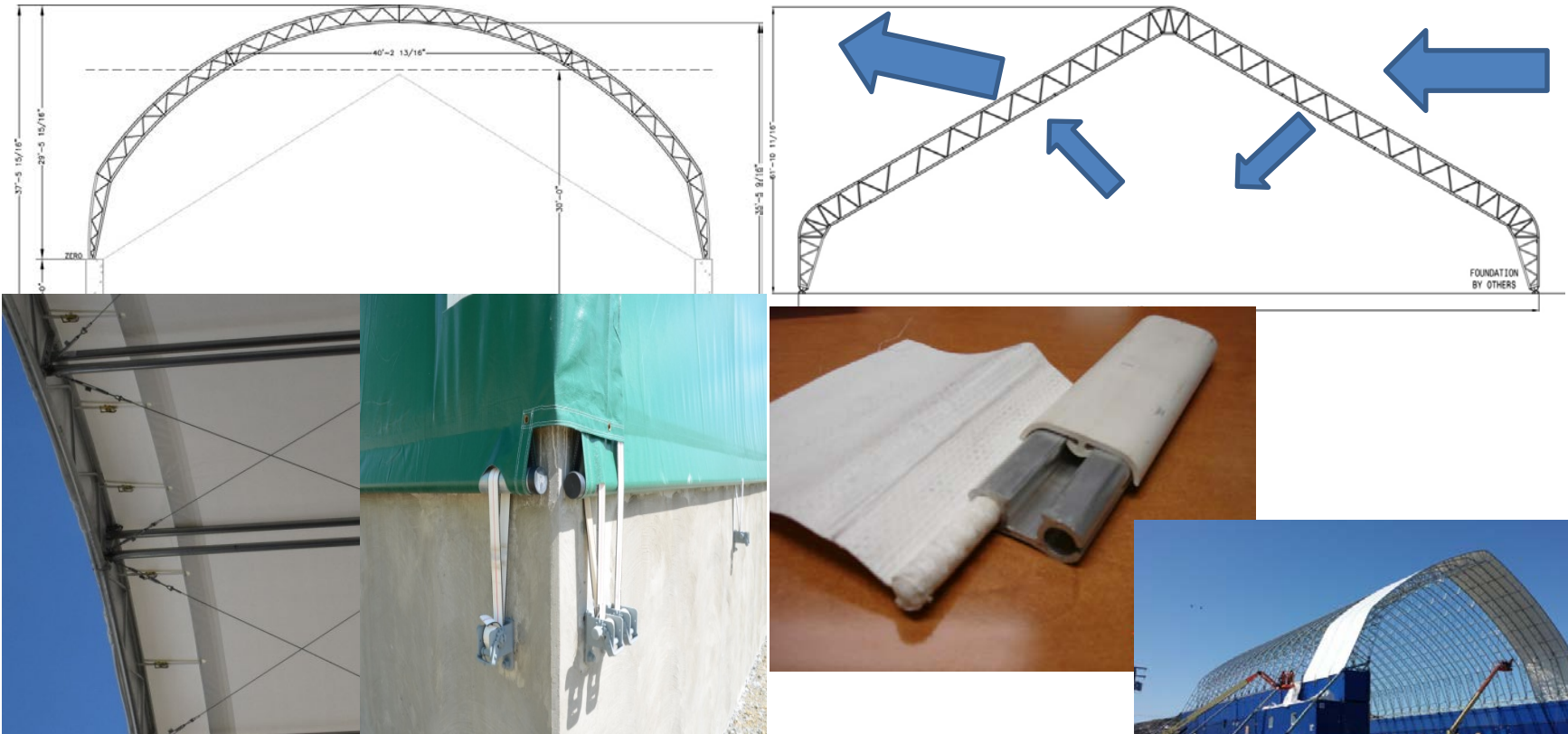
PIER/GRADE BEAM

FLOATING SLAB





COVER TYPES



Mono cover

Kedered Individual Panels

SERVICE AND INSTALLATION

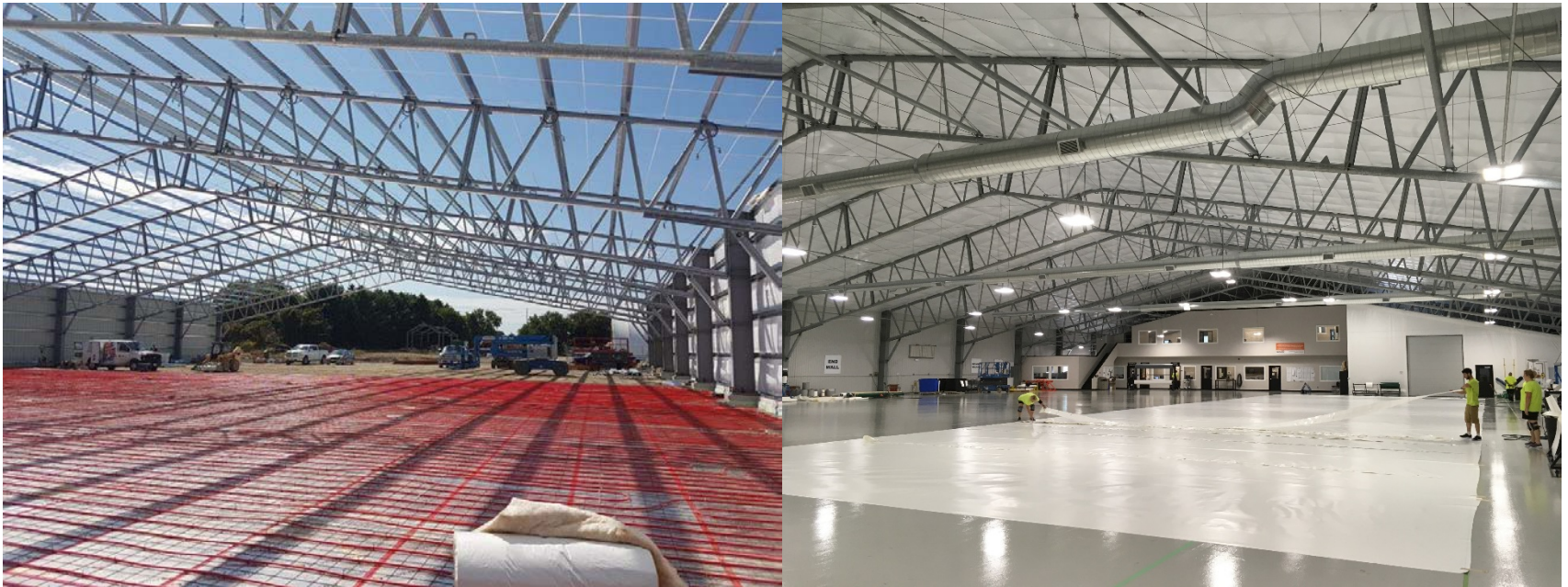


BRITESPAN HAS THE LARGEST AND MOST EXPERIENCED DEALER NETWORK IN THE INDUSTRY. THIS ENSURES THEY WILL BE AROUND LONG AFTER YOUR BUILDING IS ERRECTED.



OUR COMPETITORS OFTEN USE CALL CENTERS AND THIRD-PARTY INSTALLERS. THIS IS OFTEN A PROBLEM WHEN YOU NEED FUTURE SERVICE ON YOUR BUILDING.

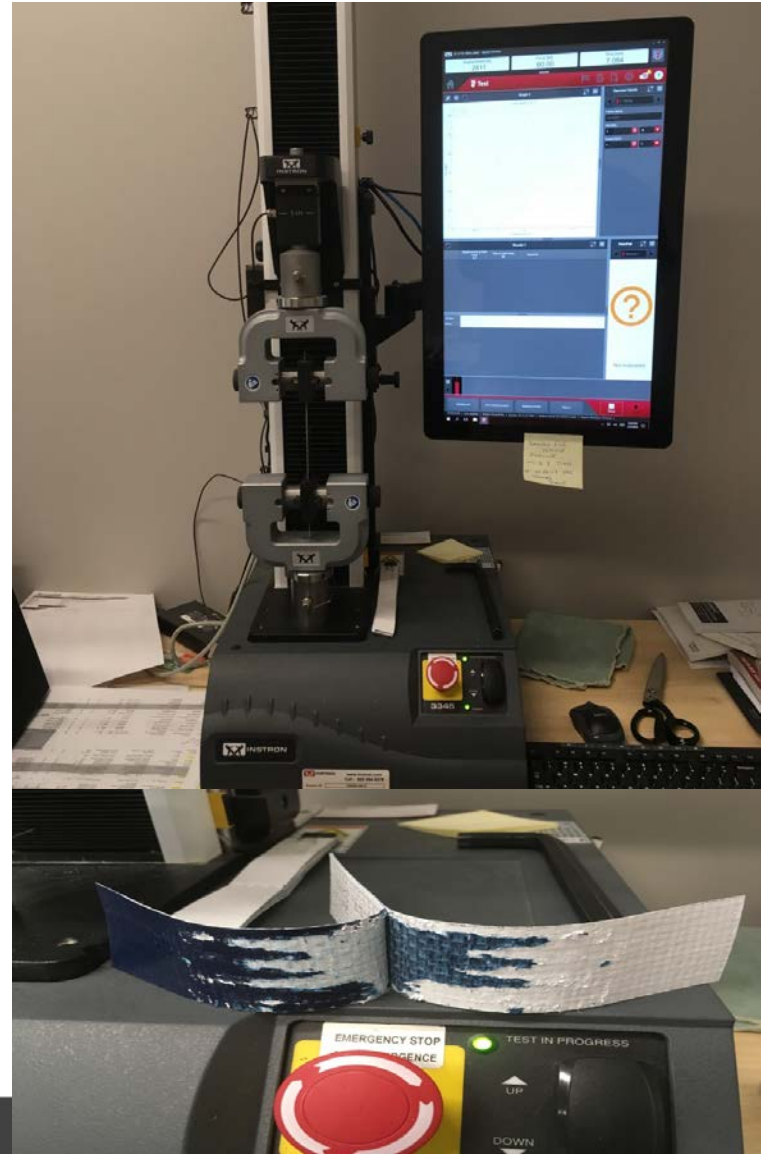
Cutting Edge Fabric Plant



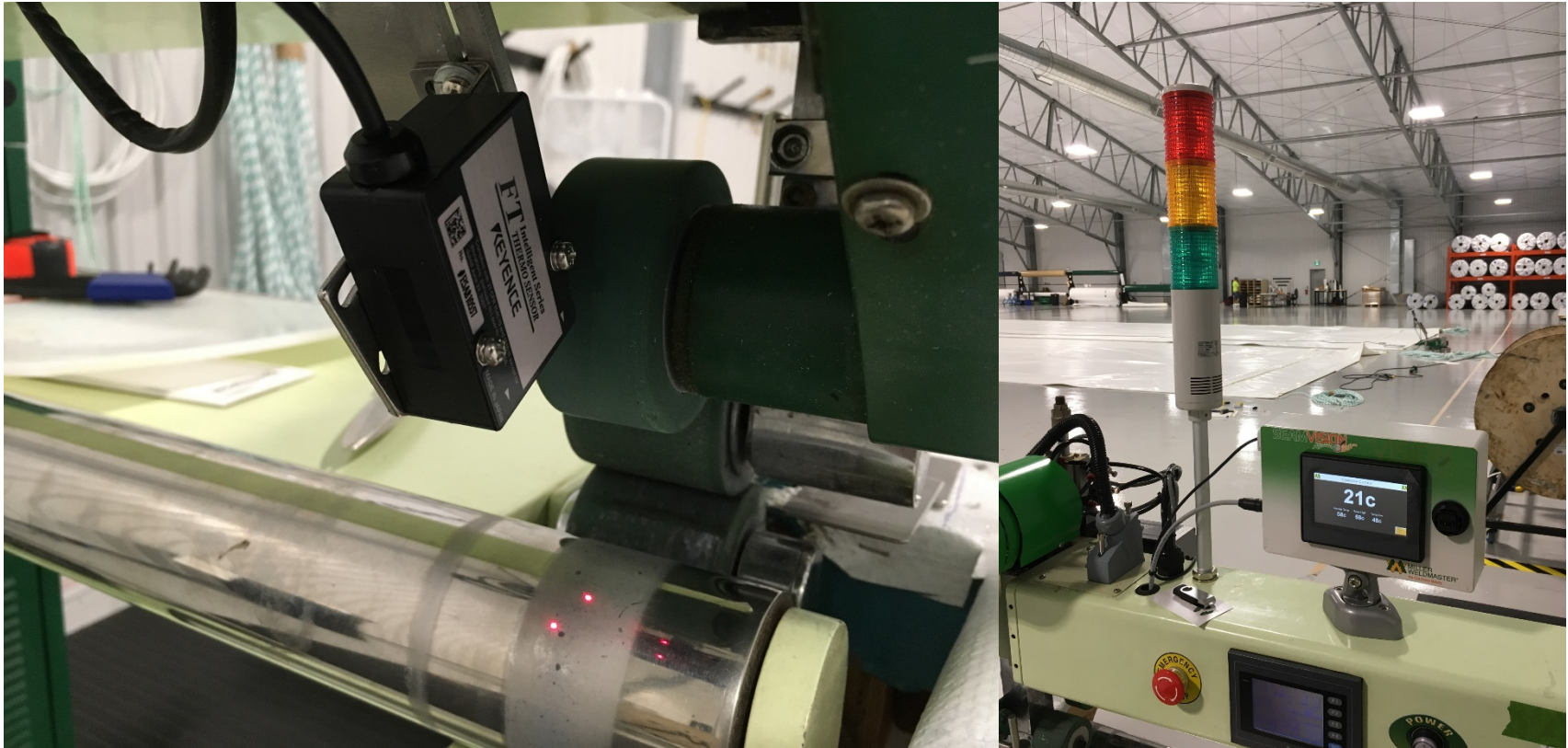
THE INDUSTRY'S ONLY FABRIC ASSEMBLY BUILDING WITH A CLIMATE CONTROLLED FLOOR, ENSURING CONSISTENT WELDS THROUGHOUT THE ENTIRE COVER

FABRIC/WELDER TESTING

- Every new roll needs to be tested prior to use.
- Welders must be calibrated prior to each shift.
- Welded seams must be tested to ensure proper adhesion.

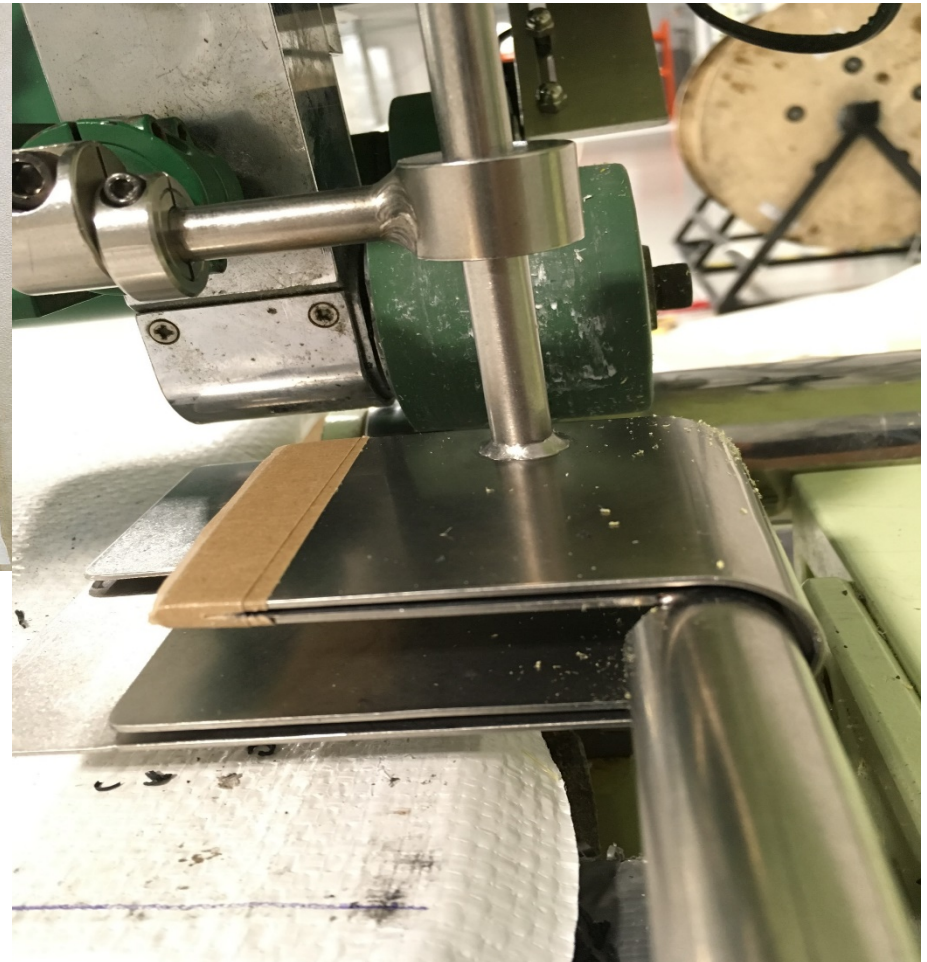
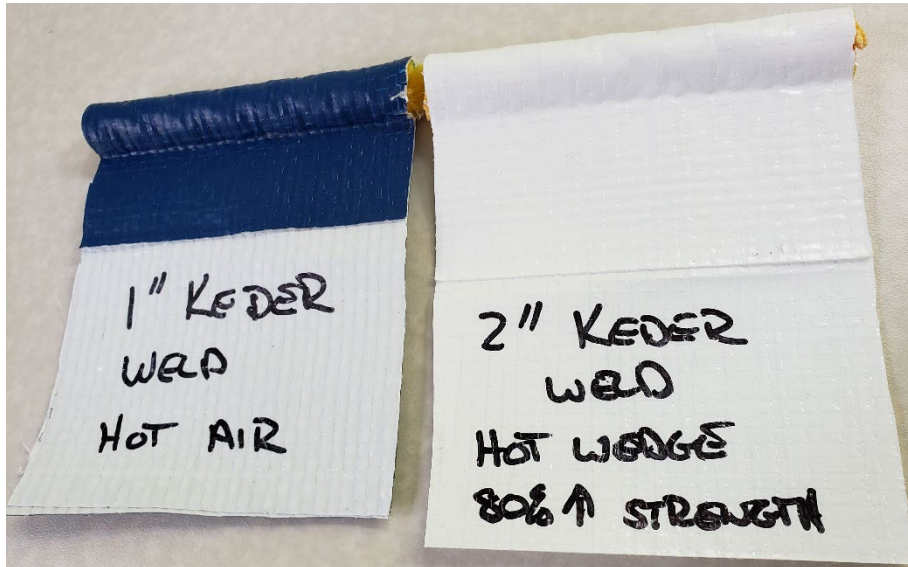


Weld Monitor



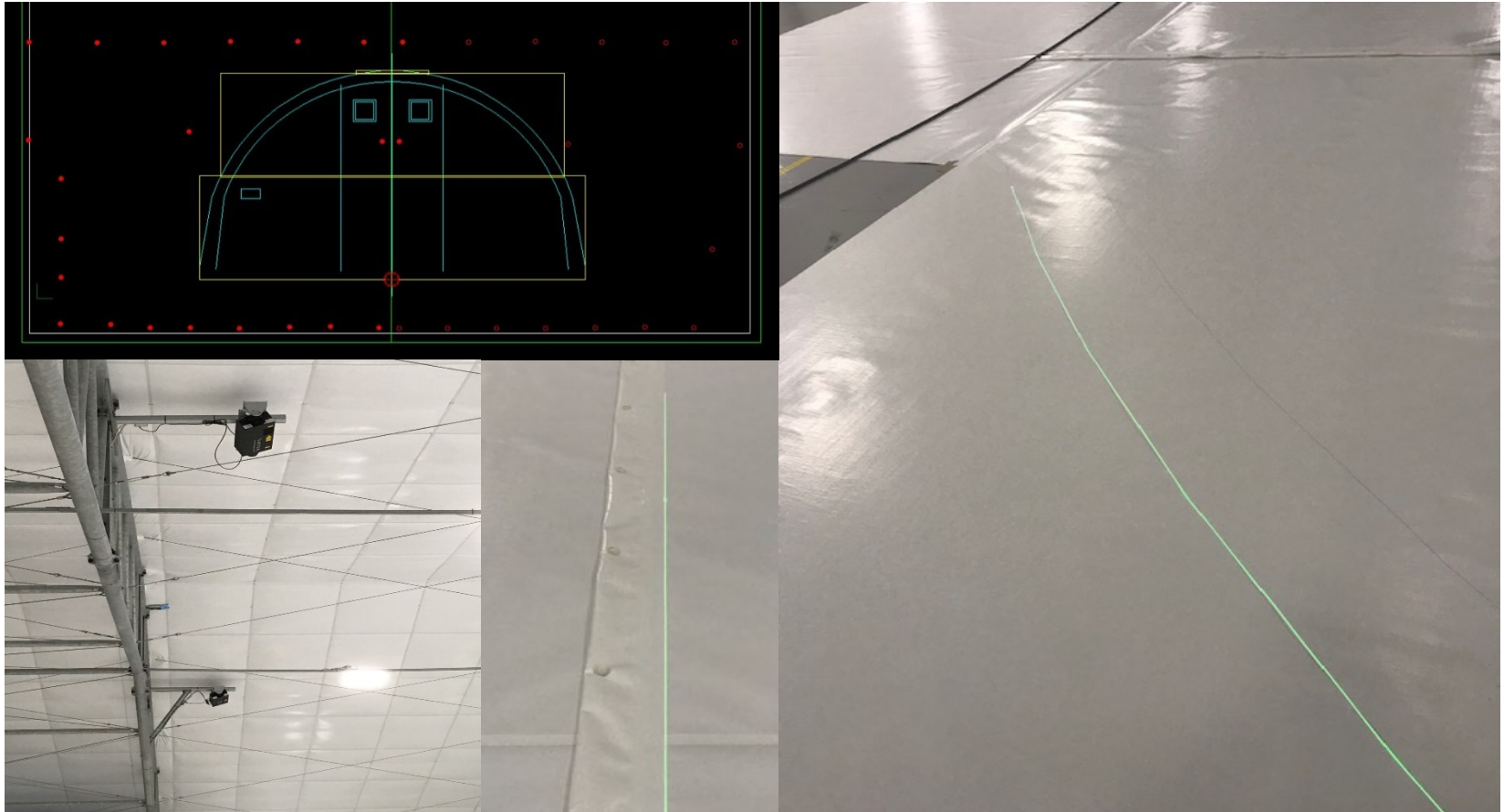
EVERY LINEAL INCH OF KEDER WELD IS MONITORED FOR CONSISTENCY.

2" Keder Weld



BRITESPAN'S 2" WELDS ARE 80% STRONGER THAN THE INDUSTRY STANDARD.

Virtek Laser Templates



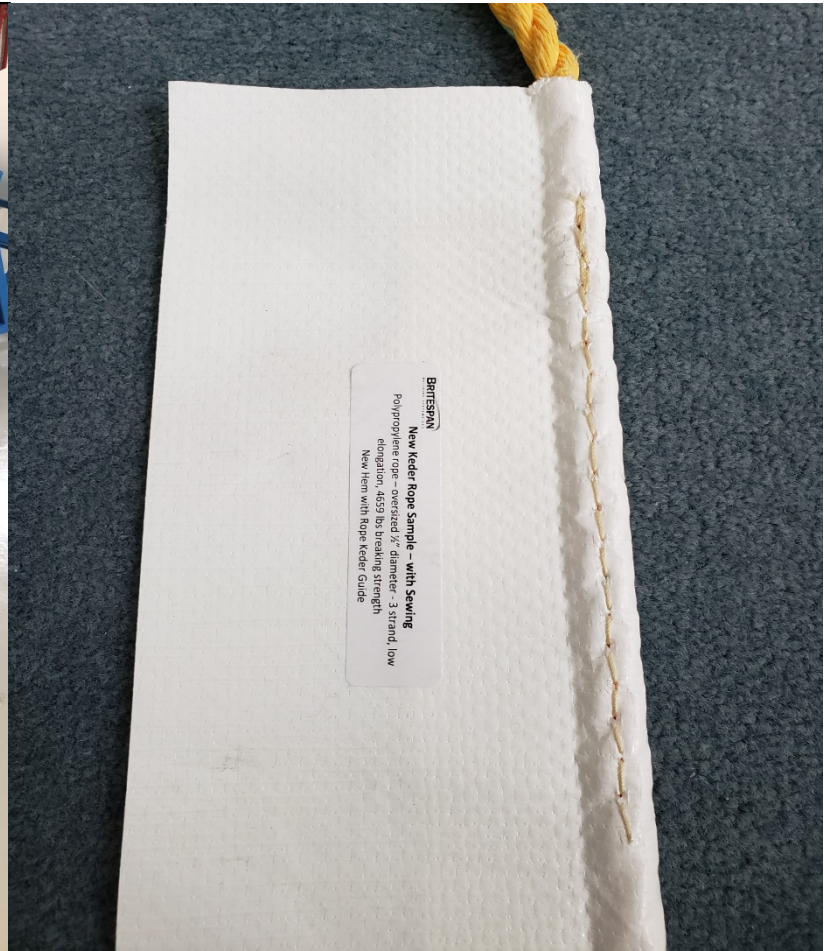
BRITESPAN'S LASER TEMPLATE SYSTEM REDUCES THE CHANCE OF HUMAN ERROR DURING THE LAYOUT PROCESS.

Cover Roller



BRITESPAN'S COVER ROLLER GREATLY REDUCES VISIBLE FOLD LINES THAT CAN BE SEEN WHEN COVERS ARE INSTALLED.

New Sewing Machine



BRITESPAN SEWS THE ROPE INTO KEDERED PANELS, VIRTUALLY ELIMINATING THE CHANCE OF IT BREAKING FREE FROM THE PANEL.

TRUSS TAPE



BRITESPAN INSTALLS A POLYETHYLENE TAPE BUFFER
BETWEEN THE STEEL AND FABRIC, REDUCING ANY WEAR
THAT MAY OCCUR.

INSURABILITY

DON'T LET A COMPANY SELL YOU A BUILDING THAT DOES NOT COMPLY WITH THE BUILDING CODE JUST BECAUSE YOUR SITUATION DOES NOT MANDATE IT. MANY INSURANCE COMPANIES WILL SELL YOU A POLICY AND COLLECT YOUR PREMIUMS. THEN, WHEN THERE IS A CLAIM, THEY WILL REFUSE TO PAY IT IF THE BUILDING DOES NOT COMPLY WITH THE BUILDING CODE.

LIABILITY

YOU HAVE WORKED HARD FOR EVERYTHING YOU HAVE. WHY LOSE IT IF SOMETHING CATASTROPHIC HAPPENS AND SOMEONE IS INJURED OR KILLED? WOULD THAT BE WORTH THE FEW DOLLARS YOU MAY HAVE SAVED UP FRONT? YOU MAY NOT NEED TO BUY AN ENGINEERED BUILDING, BUT SHOULD YOU?



ENGINEERED or DESIGNED?



ENGINEERED FOR THE SITE



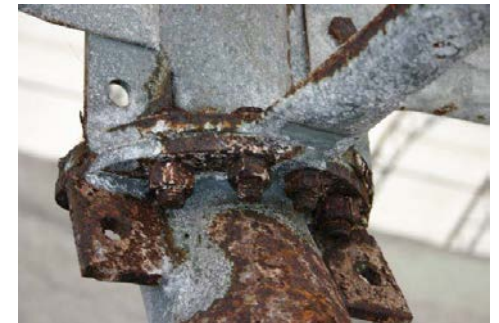
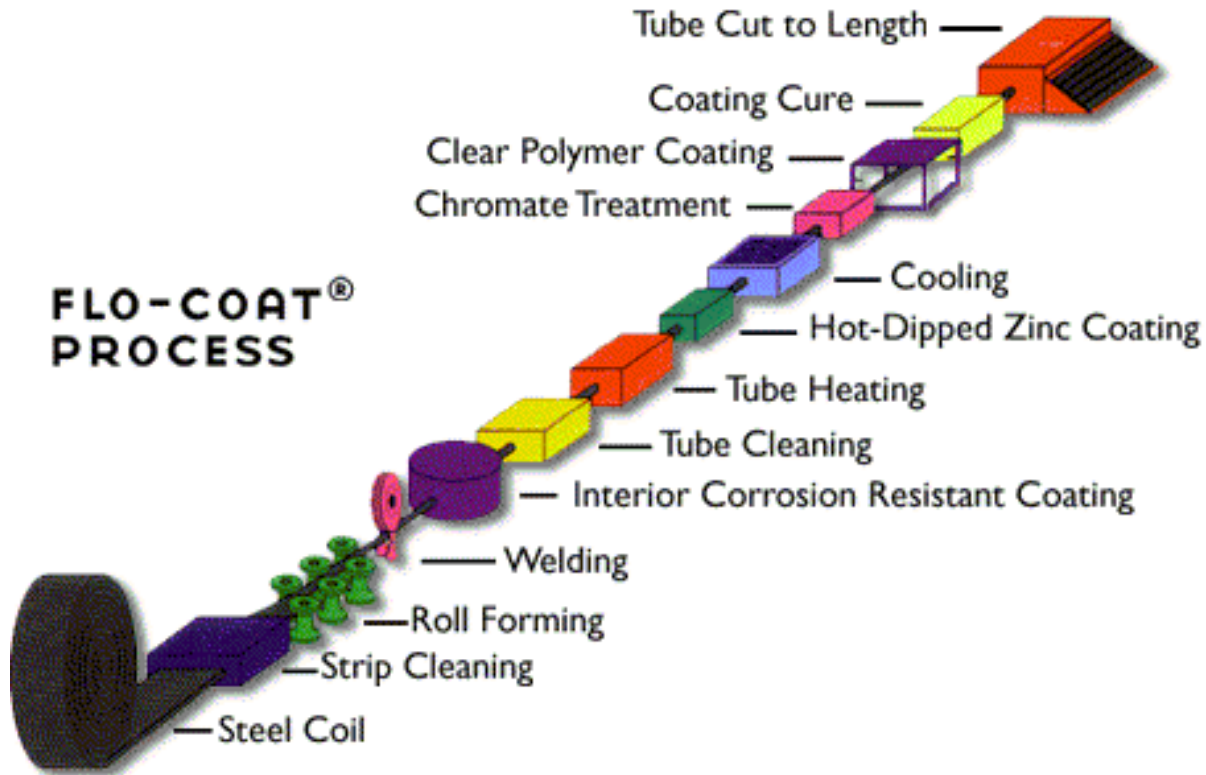
DESIGNED FOR THE SITE



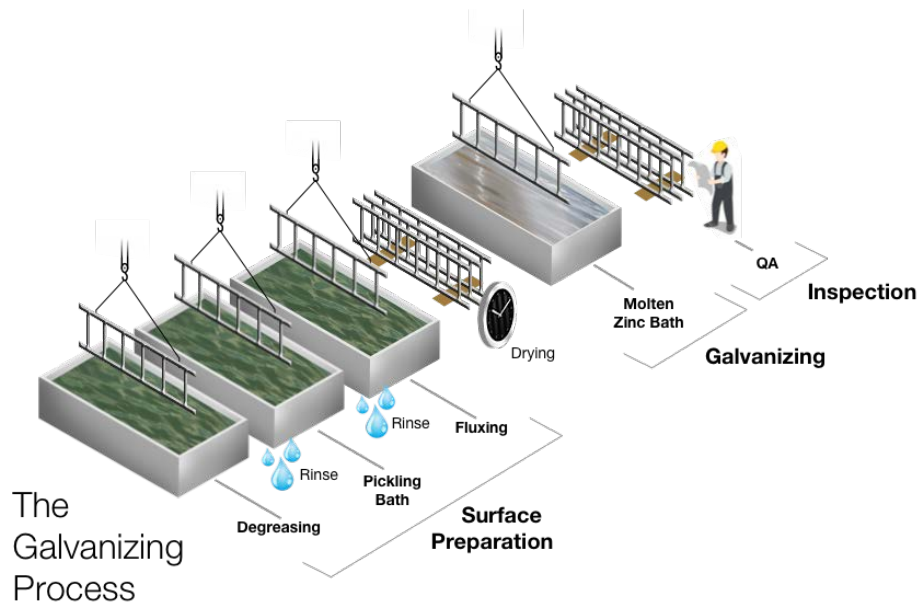
GALVANIZING



IN-LINE GALVANIZING



"POST-PRODUCTION" HOT DIPPED GALVANIZING



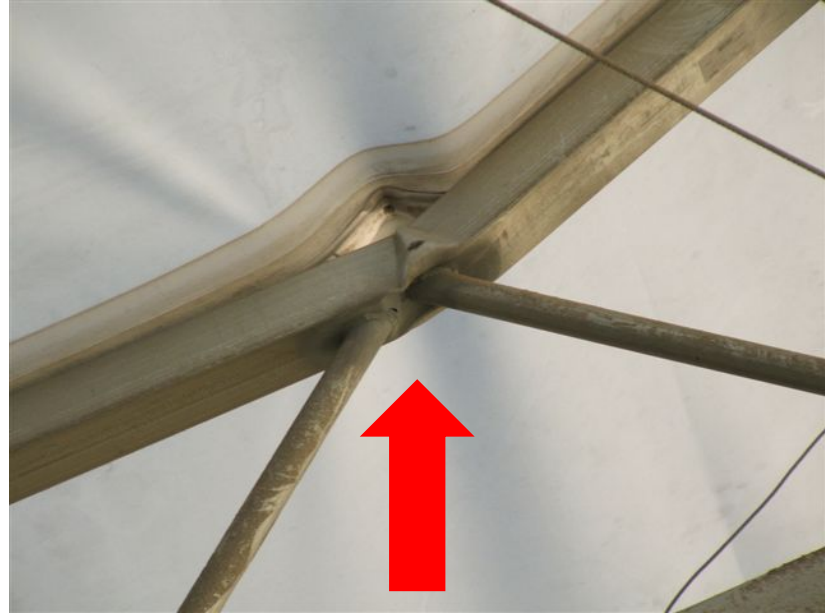
GALVANIZING SPECIFICATIONS

- Post Production Hot Dipped Galvanized
 - 3.0 Mils
 - 3600 PSI Metallurgical bond strength
 - 100 Year Lifespan
 - 250 DPN (Diamond – pyramid number)
Steel alone is 159
- In-line Galvanized aka. Triple Coat Finish
 - .9 Mils
 - 300-500PSI Metallurgical Bond Strength
 - 20-30 Year Lifespan
 - No DPN rating as the topcoat is paint

CHORD PLASTIFICATION



TRUSSES WITH SQUARE CHORDS OR TUBING THAT IS RUSTED OR TOO THIN ARE SUSCEPTIBLE TO CHORD PLASTIFICATION.

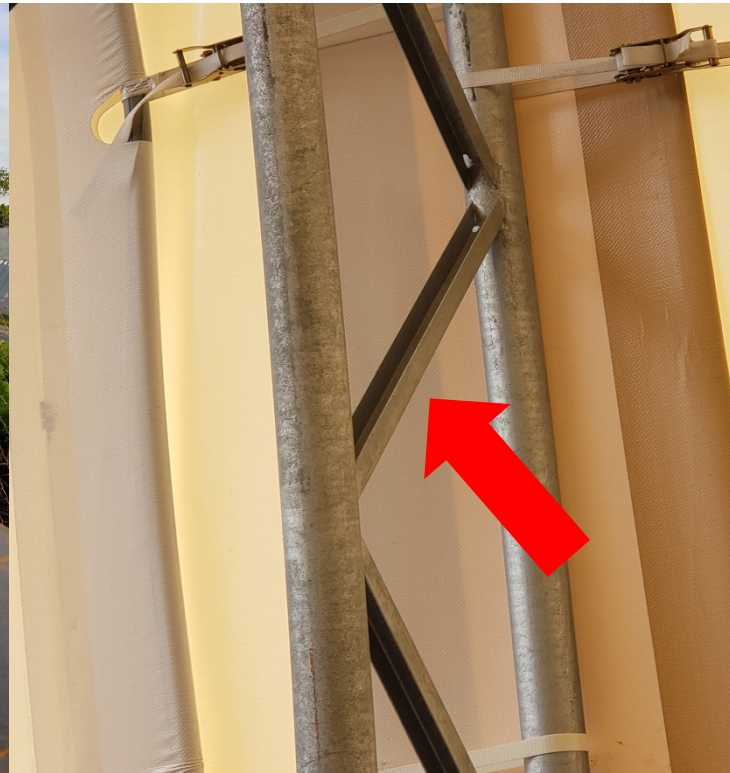


THIS IS WHEN THE WEBBING PUNCHES THROUGH THE CHORD, CAUSING CATASTROPHIC FAILURE.

CONSISTENT TRUSS MATERIAL



BRITESPAN'S TUBULAR WEBBING
TAKES GALVANIZING EVENLY.



COMPETITOR'S WEBBING IS THIN
AND DOES NOT TAKE
GALVANIZING EVENLY DUE TO ITS
LIGHT WEIGHT.

ROUND or SQUARE TUBING?



BRITESPAN'S ROUND TUBING INCREASES THE LIFE OF THE FABRIC AS THERE ARE NO EDGES WHERE THE FABRIC RIDES.



SQUARE TUBING ACTS LIKE A KNIFE AND CUTS THROUGH THE FABRIC UNDER TENSION.

PURLIN ATTACHMENT and PLACEMENT



**DOUBLE-BOLTED TO AN ENGINEERED
STRUCTURAL MEMBER**



PURLIN SIZE and CONSTRUCTION



**1 PIECE CONSTRUCTION FOR MAXIMUM
STRENGTH**



**UNIVERSAL 'ONE SIZE FITS ALL' PURLIN;
3 TEK SCREWS OF STRENGTH**

TRUSS DEPTH



BRITESPAN'S TRUSSES START AT 18" DEEP

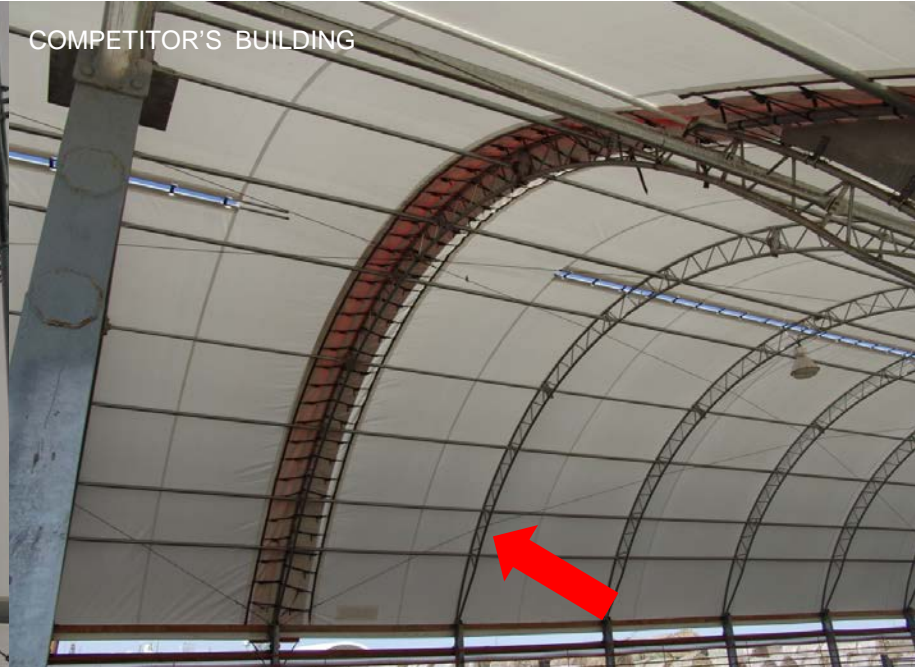


**COMPETITOR'S TRUSSES ARE OFTEN 12"
DEEP OR LESS AT THE SAME SPAN**

CABLES



WE USE CABLES THAT TERMINATE AT EVERY BAY, WHICH ELIMINATES THE WEAR POINTS OF THE CABLES RUBBING THROUGH THE GALVANIZING ON THE TRUSS.



CONTINUOUS CABLES RUNNING THROUGH TRUSS WEBS WITH NO ATTACHMENT TO ANYTHING ASIDE FROM THE FOUNDATION

CABLES and TENSIONING



**BOLTED AND PINNED TO AN ENGINEERED
STRUCTURAL TRUSS MEMBER**



**CABLES WRAPPED AROUND SADDLE
BRACKETED PURLINS**

CABLES and TENSIONING



PURLIN DESIGN AND TRUSS
CONSTRUCTION DOES NOT REQUIRE
SWAY CABLES



SWAY CABLES AT EVERY PURLIN, ANNUAL
MAINTENANCE REQUIRED

WINCH or RATCHET



RATCHET STRAP COVER ATTACHMENT

LOAD CASE:	SIDE A		SIDE B	
	HORIZONTAL X_r (kips)	VERTICAL Y_r (kips)	HORIZONTAL X_r (kips)	VERTICAL Y_r (kips)
DEAD	0.07	0.20	-0.07	0.21
COLLATERAL	0.03	0.08	-0.03	0.08
LIVE	1.65	8.58	-1.65	3.63
SNOW BALANCED	1.82	3.47	-1.82	3.52
SNOW UNBALANCED	1.69	1.19	-1.09	3.58
WIND PERPENDICULAR	-1.09	3.31	-1.60	3.13
WIND PARALLEL	-0.27	-4.67	0.21	-4.67

Note:
Negative values of Y reactions indicates uplift forces.





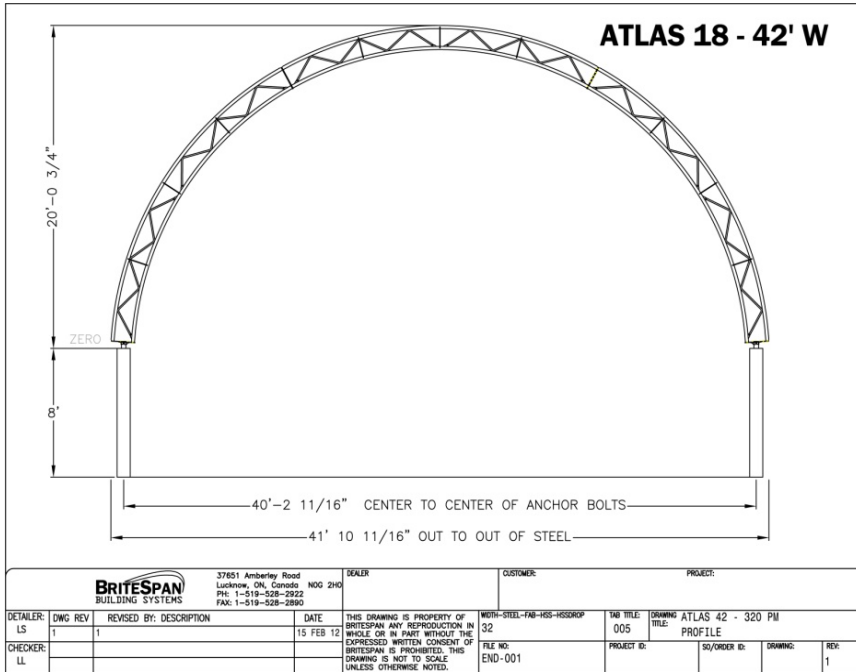
BRITESPAN USES LARGE AND/OR OVAL
TENSION PIPE TO MAINTAIN PROPER
TENSION OF THE COVER.



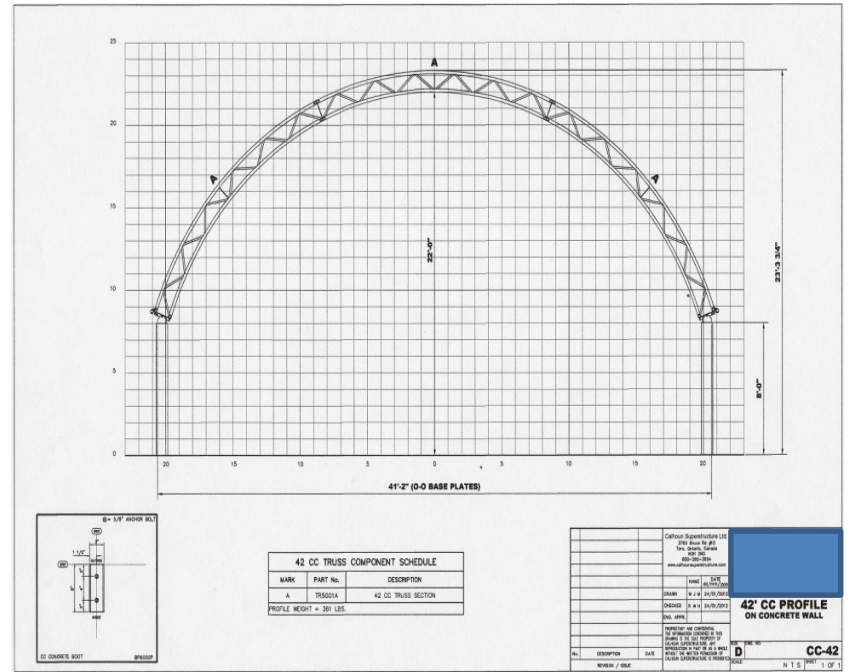
SOME OF OUR COMPETITION USES 1-1/4"
TENSION PIPE, WHICH CAN RESULT IN
PREMATURE FABRIC FAILURE.

TENSION PIPE SIZE

TRUSS WEIGHT

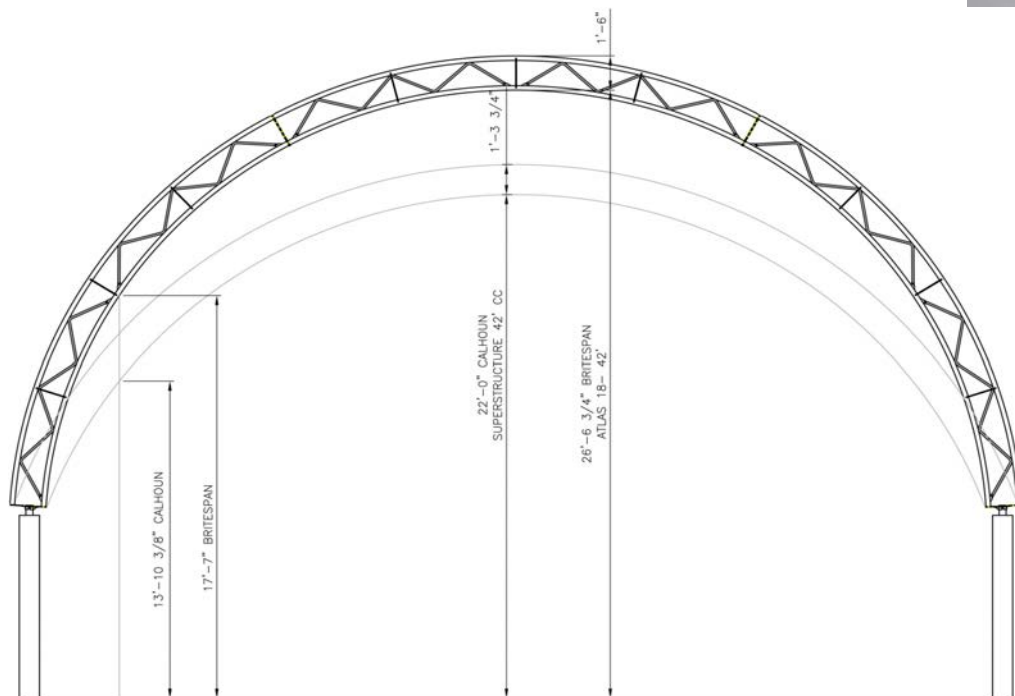


BRITESPAN'S ATLAS 18-42' TRUSS WEIGHS 560 POUNDS.



**A COMPETITORS 42' TRUSS
WEIGHS 361 POUNDS.**

TRUSS CLEARANCE



FABRIC CONSTRUCTION



**EVERY BRITESPAN COVER IS HEAT WELDED
FOR UNMATCHED DURABILITY.**



COMPETITOR'S BUILDING

**SOME COMPANIES STITCH THEIR COVERS
TOGETHER, WHICH PERFORATES THE
FABRIC; THIS LEAVES IT SUSCEPTIBLE TO
TEARING AND PREMATURE UV DEGRADATION.**

TRUSS INVENTORY



BRITESPAN COMMONLY STOCKS BETWEEN TWO-THREE MILLION DOLLARS WORTH OF INVENTORY TO ENSURE PROMPT TURN AROUND ON ORDERED BUILDINGS

NATURAL LIGHT



**BRITESPAN BUILDING ON AN OVERCAST
DAY WITH LIGHTS TURNED OFF**



**POLE BARN WITH SKYLIGHT AND WINDOWS
ON A SUNNY DAY WITH LIGHTS ON**

CUSTOMIZATION



EAVES



RIDGE VENTS



CURTAINS







BRITESPAN™
BUILDING SYSTEMS INC





BRITESPAN™
BUILDING SYSTEMS INC

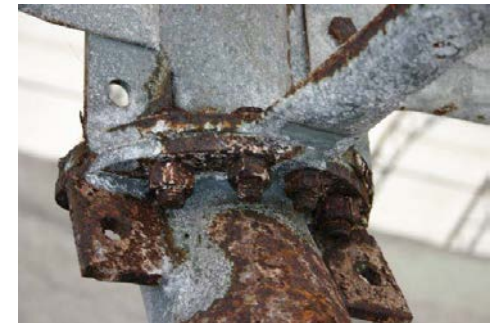
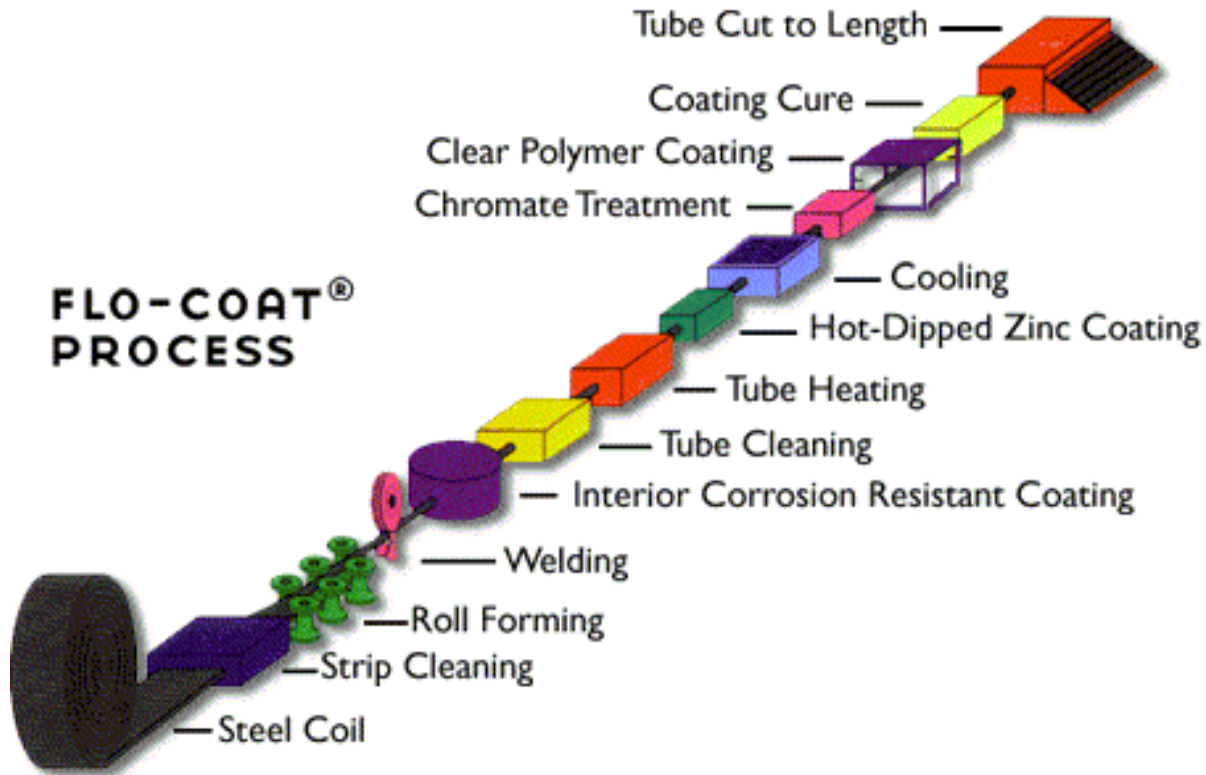




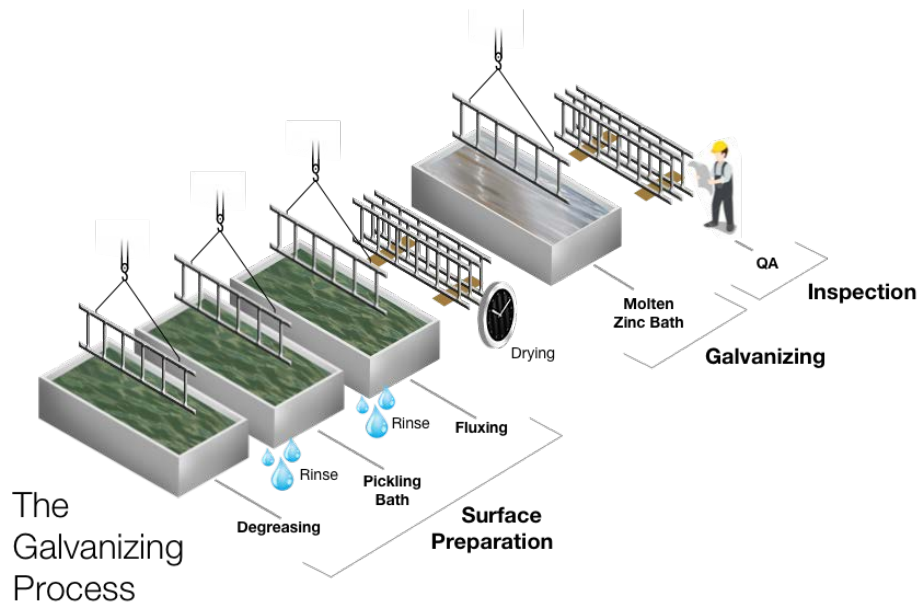
GALVANIZING



IN-LINE GALVANIZING



"POST-PRODUCTION" HOT DIPPED GALVANIZING



GALVANIZING SPECIFICATIONS

- Post Production Hot Dipped Galvanized
 - 3.0 Mils
 - 3600 PSI Metallurgical bond strength
 - 100 Year Lifespan
 - 250 DPN (Diamond – pyramid number)
Steel alone is 159
- In-line Galvanized aka. Triple Coat Finish
 - .9 Mils
 - 300-500PSI Metallurgical Bond Strength
 - 20-30 Year Lifespan
 - No DPN rating as the topcoat is paint



② Choosing the Right Storage or Shelter Building Solution

Across North America, thousands of fabric buildings are constructed every year. Fabric structures have evolved from the quonset hut or agricultural storage building we have typically seen. Today, fabric building uses vary from full scale barns, to commercial warehousing, municipal salt and sand storage, and even sports and event centers.

To the untrained eye, most fabric buildings look alike, but are they? While it is true that most fabric buildings look the same on the outside, the fine details are what make them different. Britespan's fabric building buyers guide helps identify the key components in fabric building design, engineering, and construction methods so that you can choose a building solution for your operations with knowledge and reliability.



Why Fabric Buildings?



Trying to decide on the best solution for your shelter or storage building needs?

Consider the affordable protection offered by our engineered fabric buildings. Whether permanent or portable, Britespan fabric buildings are long-lasting, versatile, economical and easy to maintain. They're naturally bright, cooler in summer and warmer in winter, easy to ventilate and they won't corrode like metal or rot like wood structures. And they go up in a hurry in full compliance with all local building ordinances.

For you, that means a higher return on your investment with less maintenance and greater peace of mind.

Engineered vs Designed

Britespan engineered fabric buildings also offer many advantages over other designed, "off the shelf" fabric buildings.

We offer custom solutions for your specific needs, including your site location and other important considerations, such as:

- Local building codes
- Local environmental conditions like snow load or wind
- Occupancy and protection of your property, animals or human users
- Insurance requirements—our buildings are insurable

Our experience and hands-on attention to every detail help make your choice of fabric buildings clear: Britespan!



The Britespan building above was engineered to the correct requirements of the area.

The building on the left was "designed," just not to the correct loading for the area.

We've Got You Covered



Aviation



Beef



Commercial Commodity



Dairy



Equine



Events & Hospitality



Goat & Sheep



Hay & Equipment



Military



Exploration & Energy



Salt & Sand



Sports & Recreation



Warehousing & Equipment



Waste & Recycling



Watercraft & Ports

No matter how big or small your operation, Britespan has an engineered fabric building to protect it.



Keep your valuable products or equipment dry and accessible



Shelter your sports and recreation center from nature's unpredictability.



Keep your road salt and sand ready for winter's worst.

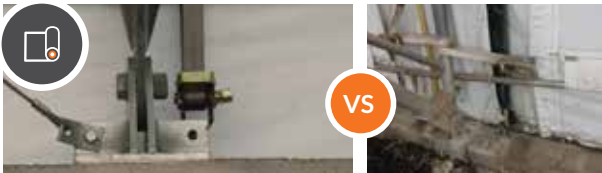
Whatever your shelter or storage building needs, there's a custom Britespan fabric building that's perfect for your operation, location and local conditions.

Materials Make a Difference

Building Styles

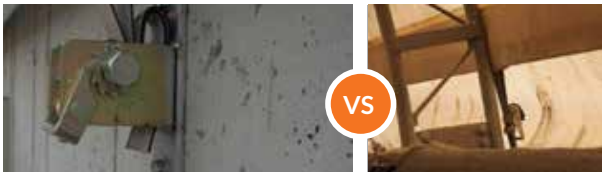
Fabric

Britespan's combination of proprietary fabric, manufacturing and testing processes are unique in the industry. Rather than stitching, our seams are heat-welded to minimize premature wear and tearing. Then we static load test our fabric to exceed expected loads from wind, snow and rain. Despite the strength, our fabric lets natural daylight through for reduced operating costs and greater safety and comfort for workers. And in case your situation requires it, your fabric building can be fully insulated and equipped for HVAC, plumbing, electric and more.



Britespan's oval tension pipe maintain proper cover tension.

A competitors inadequate tension pipe means trouble.



Britespan's standard 10,000 lb winch block ensures your cover stays tight.

A competitors ratchet strap mounting system.

Galvanized Protection

Not all galvanizing processes are equal. Britespan trusses are zinc-galvanized post production, which prevents problems from welding and bending compromising the zinc coating. With our process, every millimeter of every surface retains its galvanized protection — inside and out — resulting in a service life that's approximately three times longer than our competitors' steel.



Britespan's trusses being hot dip galvanized.

In-line pipe trusses, 6-year-old salt building.



Britespan's post production hot dipped galvanized.

In-line pipe after welding.

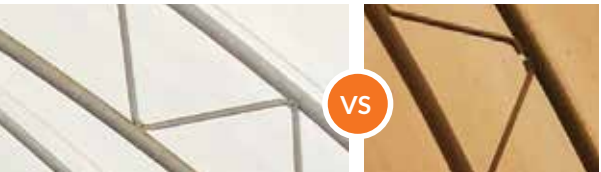
Round Tube Trusses

Our trusses are heavier and deeper than the industry average. Round vs. square geometry creates a sturdier truss that means less wear and tear on the fabric.



Round tube allows for proper tensioning without cover failure.

The abrupt edge of square tube often causes cover failures.



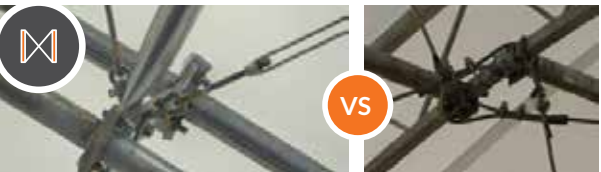
Britespan's trusses start at 18" of depth.

Many competitors trusses are 12" deep for the same span.

Purlins and Cables

Purlins are critical pipe structures that keep trusses spread apart and withstand wind load on the ends of buildings. Our purlins are large-diameter, one-piece tubes that are directly bolted to the trusses for industry-leading stability and wind resistance.

Cables also play a key role in structure stability. We use the highest quality cables bolted directly to the trusses to prevent slippage and increase rigidity.



Britespan's standard double bolted solid purlin mount.

A competitors way of attaching critical structural cables.



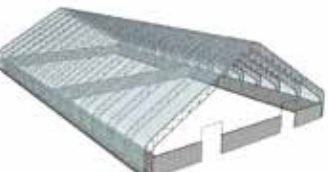
Britespan's 11 runs of 2 7/8" 14 ga purlins. Double 5/8" bolt connections

A competitor's 5 runs of 2" 14 ga purlins. Single 1/2" bolt connections



ATLAS SERIES
24' - 108' wide

The Atlas Building Series defines the traditional look of fabric covered buildings. Popular applications of the Atlas include barns, agricultural equipment storage buildings, commercial warehouses and storage buildings.



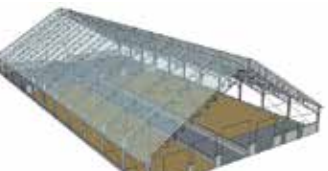
GENESIS SERIES
80' - 200' wide

The Genesis Building Series is well suited to a variety of commercial and industrial applications, including salt and sand storage, manufacturing facilities, warehousing, dairy barns and equine riding arenas. With a clear span interior, Genesis offers a large amount of covered space.



EASY ACCESS SERIES
38' - 67' wide

Cover your most valuable products while allowing unprecedented access. With this style, you can orient openings—up to an entire side of the building—to maximize traffic flow and access. Easy Access buildings are often used for crop, feed, equipment and vehicle storage.



EPIC SERIES
80' - 120' wide

The Epic Building Series has the look of a traditional building and all the benefits of a fabric building: natural light, superior ventilation and no interior columns. A popular style for dairy buildings, the Epic's straight wall design offers flexibility of door locations and sidewall features.



RIGID BEAM SERIES
Up to 300' wide

The Rigid Beam series is a completely customizable I-beam style truss building that's wide open. Optimal for buildings wider than 200', including large aircraft hangars, tall seed cleaning plants, indoor recreation facilities, buildings that require gantry cranes and more.



APEX SERIES
53' - 100' wide

The Apex Building Series maximizes interior usable space thanks to its tall side walls. The slightly curved roof profile, sharp peak and standard sidewall legs give the Apex style and character, without sacrificing functionality.



The Britespan Advantage



NATURAL LIGHT & VENTILATION

With bright, natural lighting and abundant ventilation inside, a Britespan fabric building provides a comforting environment.



SPEED OF CONSTRUCTION

Utilizing a pre-engineered and modular design, all of Britespan's fabric structures are built faster than conventional buildings.



OPEN INTERIORS

With no interior columns, you can maximize useable storage space and easily maneuver heavy equipment and vehicles.



CORROSION RESISTANT

Britespan trusses are hot dip galvanized, post fabrication, to prevent any rusting, providing lifelong corrosion resistance.



ENGINEERED SOLUTIONS

All of Britespan's structures are uniquely engineered to meet specific weather conditions and building codes.



LOCAL SUPPORT

When you buy a Britespan fabric building, you automatically get support from our network of local experts.



EAVES Eaves will direct snow and rain away from your fabric structure and allow you to install livestock feed bunks on the outside of your building.



DOORS Building access is included in the engineering of your fabric structure before it leaves the manufacturing plant.



FOUNDATIONS Concrete, pre-cast, steel I-beams and helical anchor foundations can make our buildings permanent, temporary, or portable.



CHIMNEYS Add a chimney to exhale warm air and moisture, increase ventilation and improve air exchange.



CURTAINS Curtains are easy to install and provide increased ventilation, which in livestock buildings can improve herd health.



INSULATION Fabric buildings with insulation are ideal for oil and gas, mining and other commercial applications.



BRANDING & LOGO PRINTING Incorporate your graphics and colors into the design of your fabric structure before or after building construction.



FABRIC COVERS Britespan's covers are IPG NovaShield membrane structure fabric in a variety of colours for covers, end flaps and end walls.

Replacement & Repairs

Cover replacements require precise fit and proper cover installation techniques. Our expert installation crews work from original drawings and specifications to provide you a cover that meets or exceeds the original specifications. With local dealers and industry experts across North America, Britespan is there when you need.

Invest in a Solution



PROTECT YOUR VALUABLE ASSETS
A fabric building enhances your operation
and brings an unmatched return on your investment.

An engineered fabric building is a wiser investment than a designed fabric building. The cost of a custom-engineered Britespan building gives you extra peace of mind knowing your operation is safe and secure.

Britespan provides engineered fabric buildings from \$4 per square foot.

This is not an estimate.

Consider that, in addition to the building width and length, the finishes and accessories you choose will also determine your final fabric building cost, including end and side wall finishes, doors, foundation types, and interior additions like HVAC, plumbing and electrical.

Speak with your local fabric building expert to learn more about the right building solution for your business or operation.

“

We get more consistent days on the ice. This building has allowed us to get two times the amount of ice time in a year than we had before. The price point for this structure was right where the municipality could afford. Other structures would have put a lot of financial burden on the township. We're seeing a huge return on investment both from the recreational side and the economical development side.

Kevin McIlwein, Township of Carling Outdoor Ice Rink

”

“

Our main reason for purchasing this style of building came down to the environment and the air quality and the brightness we had in the fabric barn. Even on the hottest days of summer, it's a very comfortable temperature in here. On an extremely hot day, you'll find our cows laying comfortably chewing their cuds.

Murray McCorquodale, Innlawn Farms Dairy

”





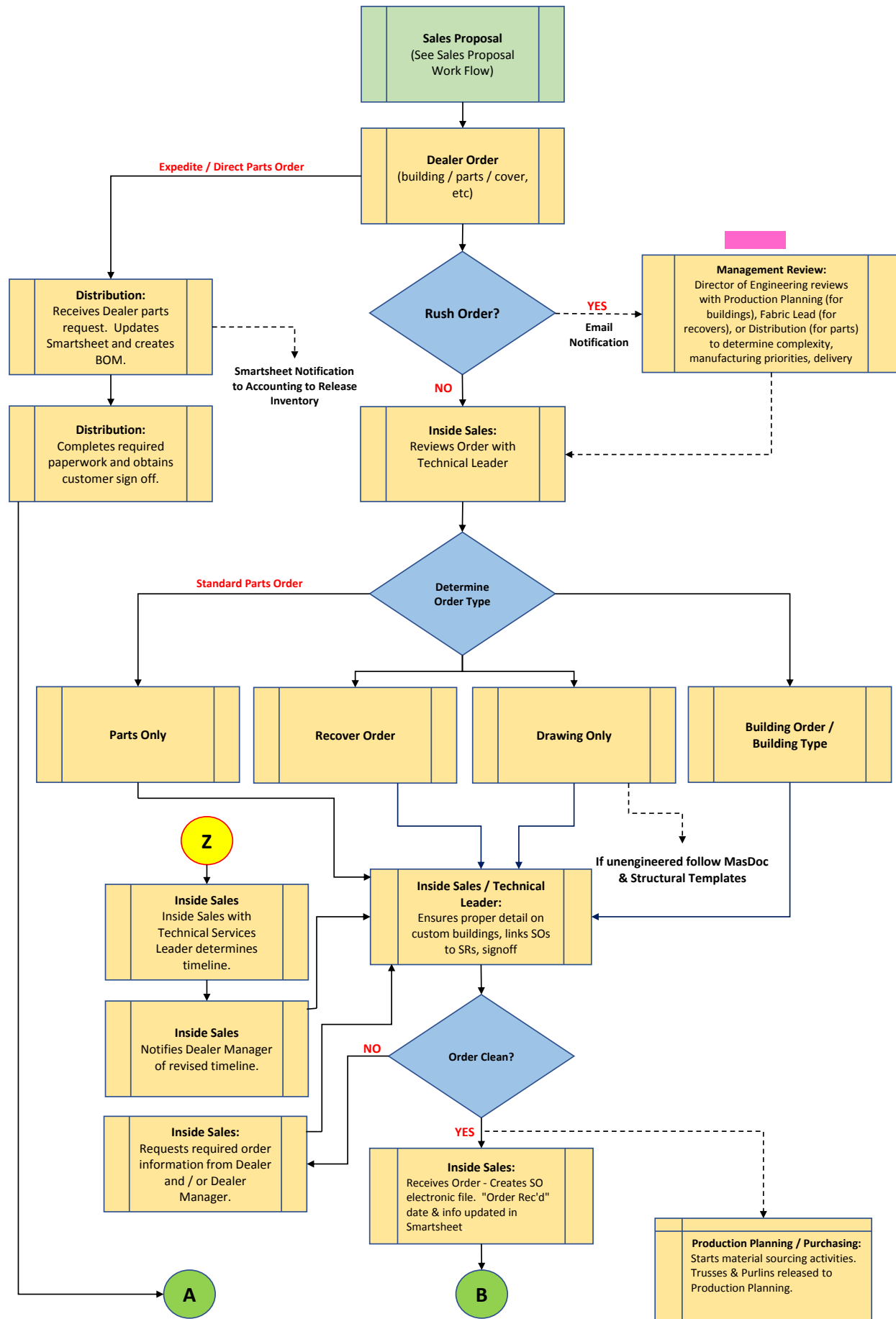
Learn how Britespan can help you protect your products,
improve your operations and achieve your goals.

Let Us Help You Find a Solution

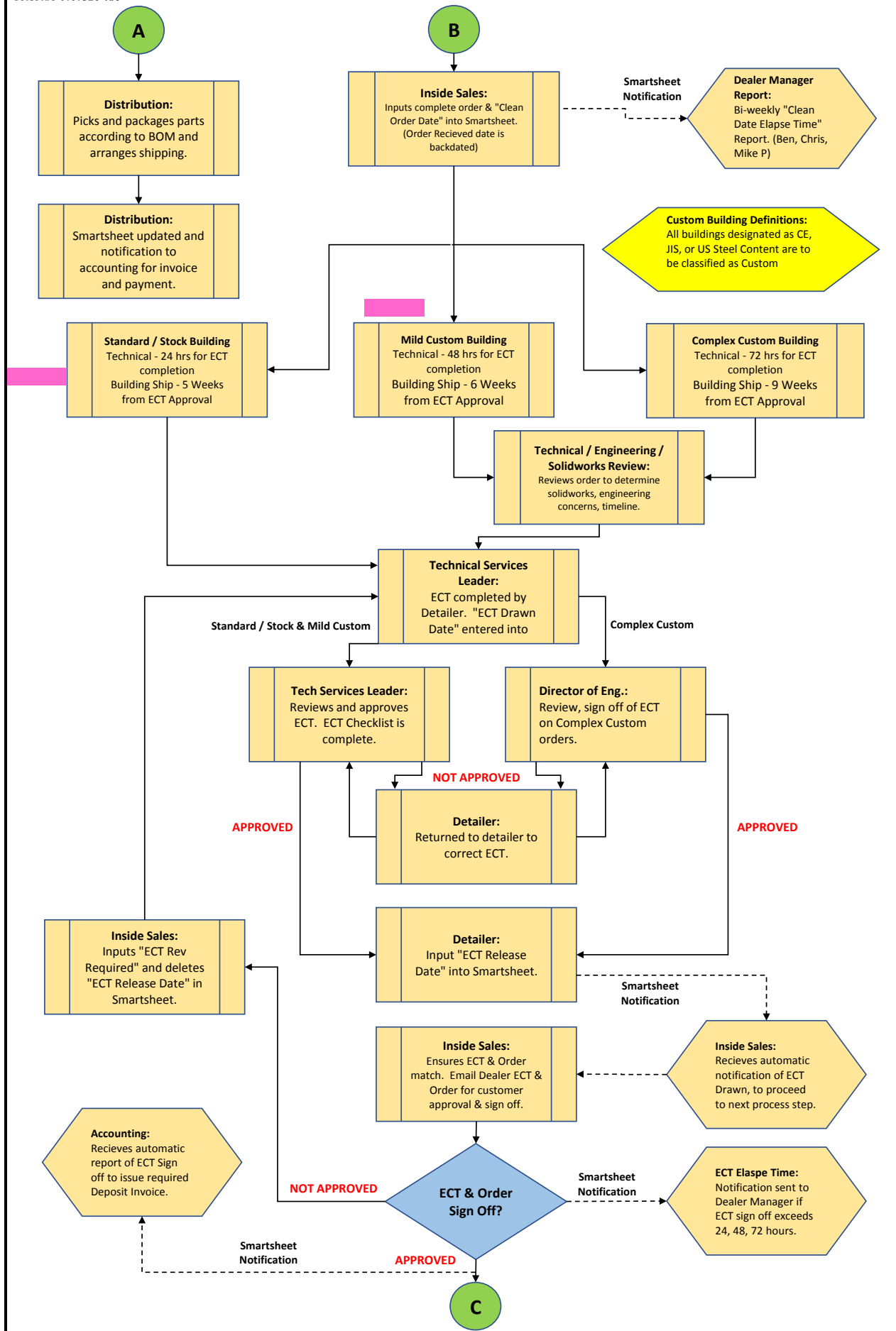
START TODAY

1-800-407-5846
britespanbuildings.com

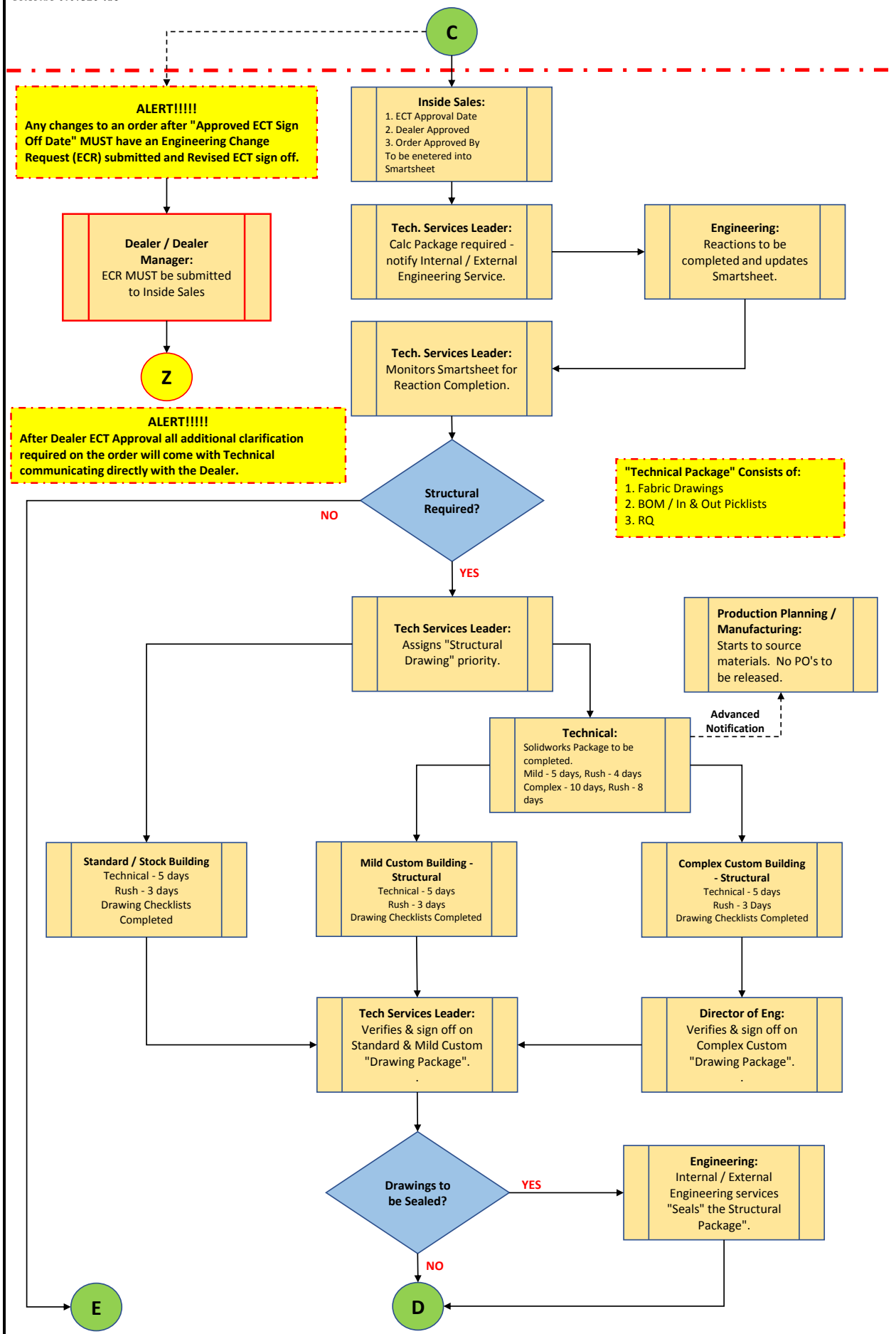
New Order & Technical Process Flow



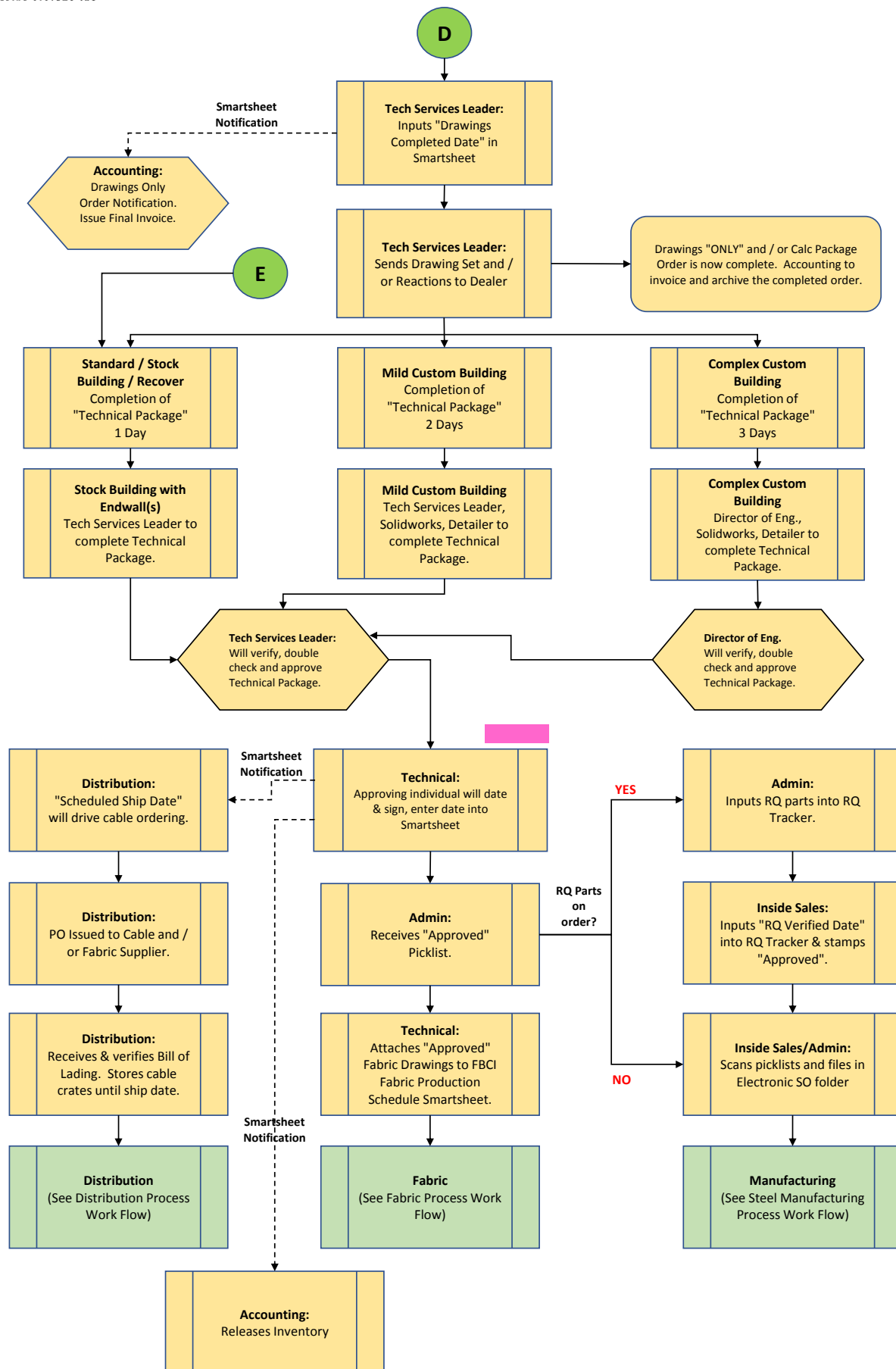
New Order & Technical Process Flow



New Order & Technical Process Flow



New Order & Technical Process Flow



New Order & Technical Process Flow

Target Timeline - Order Received to Order Shipped

Activity	Days					
	Standard	Standard Rush	Mild Custom	Mild Custom Rush	Complex Custom	Complex custom Rush
ECT	1	1	2	2	3	3
Dealer Sign Off	1	1	1	1	1	1
Solidworks	0	0	1	4	5	8
Structural Drawing Package	3	2	4	3	5	3
Technical Package	1	1	2	2	3	3
Total Technical	6	5	10	12	17	18
Manufacturing Days	14	10	20	18	23	20
TOTAL DAYS (order complete)	20	15	30	30	40	38
WEEKS (order complete)	4	3	6	6	8	7.6

NOTES:

The above Timelines **do not** include the following:

1. Calc Package
2. External Engineering Services (Overseas, USA, Northern Canada, etc)
3. Foundation Drawings

VP of Operations

Quality Leader

Director of Engineering

Technical Services Leader

Technical Inside Sales Lead

Inside Sales Coordinator

Finance

Materials & Distribution Leader

Logistics Leader



LIMITED WARRANTY

SCOPE OF 20 YEAR LIMITED WARRANTY

Only the building components manufactured by Britespan Building Systems Inc. (Britespan) and described in this agreement are warranted for manufacturer defects to the building owner.

This warranty is only valid if and when:

- i) Warranty has properly been registered by an authorized Britespan dealer as per the instruction in the building kit and,
- ii) Building and any components are assembled and maintained in accordance with the Installation/Owners manual and applicable Technical Bulletins
- iii) Britespan receives written notice and proof of claim (photos where possible) of any manufacturers defects during the period of warranty coverage.
- iv) Britespan Building Systems has been paid in full for the building and materials.

Resolve of the structural defect(s) may be through the supply of new, used or rebuilt parts, or on-site repair, at the option of Britespan. If Britespan chooses to repair or replace the defective product or component, Britespan shall be allotted reasonable time to do so.

This warranty includes the explicit warranty of Britespan. There are no other warranties expressed or implied. This warranty is made and is not to be replaced by any warranties of marketability or suitability for a particular purpose. Warranty specifications are applicable to units sold and erected in Canada and the United States only. Warranty may vary outside of those areas. Please contact your local authorized Britespan representative for more details.

WARRANTY REGISTRATION

Follow all of the instructions for the online warranty registration found in the Owner/Installation manual shipped with the building kit or at www.britespanbuildings.com. All warranty registrations must be submitted for registration review within 60 days of building installation. A certificate of warranty will be issued to your local authorized Britespan representative once all of the requirements have been met for registration and approved by Britespan.

A warranty certificate may be withheld if the building or any components are not assembled in accordance with the installation procedures indicated in the installation manual. A warranty certificate will be issued upon correction of identified deficiencies supported with new photographs to complete the verification.

If the building changes ownership, the new owner must apply for a warranty transfer to assume remaining years of warranty on the existing structure(s). Contact your local authorized Britespan dealer to obtain a transfer of warranty package. A one-time per transfer fee may apply.

STANDARD LIMITED WARRANTY COVERAGE PERIODS:

TABLE 3-1: STANDARD PRO-RATED WARRANTY COVERAGE PERIOD (YEARS)	
COMPONENT	ATLAS / GENESIS / APEX / SUPER ATLAS / EASY ACCESS / EPIC SERIES
MAIN STRUCTURE COVER (NON-FR) (4)	20
MAIN STRUCTURE COVER (FR) (4)	15
END FABRIC (NON—FR) (5)	5
END FABRIC (FR) (5)	5
MAIN STEEL FRAMEWORK (2)	20
END STEEL FRAMEWORK (HSS) (3)	10

* Building needs to be installed by factory trained, approved and qualified personnel.



LIMITED WARRANTY

NOTES ON LIMITED WARRANTY COVERAGE PERIODS

- All repair or replacement costs are pro-rated as per table 3-1 on page one of this document.
- Standard pre-galvanized purlins include a 5 year pro-rated warranty. Main building trusses, hot dip galvanized purlins and manufactured brackets include 20 year pro-rated warranty. (2)
- Consists of vertical columns, horizontal members, and manufactured brackets. Does not include cables or fasteners. (3)
- Consists of main building cover panels only. Does not include any fastening system components (4)
- Consists of end enclosure panels only (standard FR & non-FR fabrics only). Does not include any fastening system components. End enclosure panels must be properly supported by a Britespan end support system or an alternative system designed and engineered to match the end panel fastening system. The alternative system must also meet site wind load and building safety requirements as per engineer requirements. (5)

STANDARD TERMS OF LIMITED WARRANTY COVERAGE

Should any components be found to have manufacturer's defects under normal use, the defect(s) will be repaired or the components replaced, at the discretion of Britespan. The building owner will be responsible for the cost of the repair or replacement parts pro-rated per year following the original purchase date, plus the cost of delivery and installation of replacement parts, if required. All replacement parts are F.O.B. Wingham, Ontario, Canada. Any parts requiring replacement under this warranty are subsequently warranted only for the remaining time period of the unexpired portion of the warranty that is applicable to the original product.

Due to continual product development, over time certain fabric colours or steel components may become unavailable. In those incidents, Britespan reserves the right to substitute replacement components with those that are comparable in function, quality, and price to the original. Britespan is not responsible or liable if the replacement component varies in appearance from the original.

LIMITS AND RELEASE OF LIABILITY

This warranty does not apply to defects or damages resulting from a) improper installation and /or installation that is not in accordance with Britespan installation manuals and procedures, and Technical memos; b) improper or inadequate maintenance of the structure; c) any modification or alteration of the product reported or not reported; d) misuse, neglect, or abuse of the product; e) accident; f) repair or alteration by an unauthorized Britespan dealer; g) integration of products or accessories not manufactured specifically for use in a Britespan; h) exposure to corrosive elements; i) corrosion resulting from structure applications, environment within the structure, and/or insufficient maintenance or any cause other than a defect in an item's described corrosion protection; j) use of abrasive cleaning methods, chemicals, or solvents; k) exposure to conditions in excess of, or not meeting, as the case may be, wind and snow load specifications for building model; l) design of foundation and/or installation and/or deficiency in the foundation; m) product upgrades; n) product recall; o) normal wear and tear; p) wear caused by multiple installations; q) storage and/or handling of building components; r) an act of God; This warranty does not apply to s) cosmetic defects or deterioration, including discoloration of fabric or steel t) rub marks on the fabric that only rub off of the color coat, but do not leak.

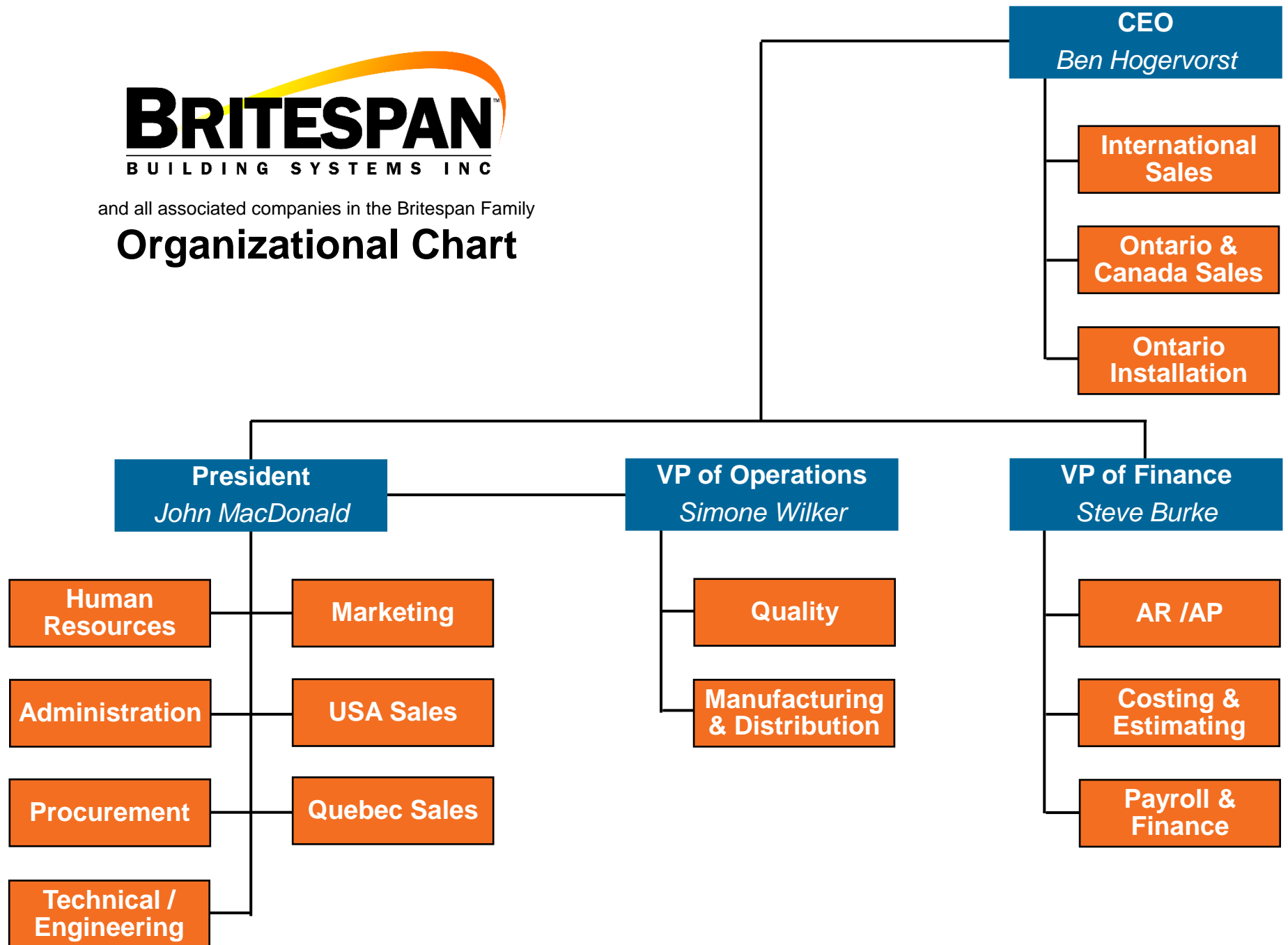
Britespan will not be liable for any damages incurred during or as a result of installation of a Britespan product, whether or not in accordance with the installation instructions. In no event will Britespan, any distributor, or the selling dealer be liable for any direct, indirect, special, incidental, or consequential damages (including loss of profit, loss of time, inconvenience, or the use or inability to use this product for any purpose whatsoever), whether based on contract, tort, strict liability or any other legal basis; even if Britespan, its distributor, or selling dealer was advised of the possibility of the occurrence of such damages. By registering for and taking benefit of the warranty, the building owner expressly releases and discharges Britespan, all distributors, and all dealers from all claims, causes of action, demands, actions, suits, judgments and executions for any actual, incidental or consequential damages, bodily or otherwise, that the building owner ever had, now has, or may have by reason of the assembly, erection, use and/or operation of any Britespan. All references to building owners, Britespan, all distributors and all dealers, include such parties' spouse, heirs, successors, legal representatives and assigns.

Britespan and its authorized dealers are independent businesses; authorized dealers are not agents or legal representatives of Britespan. Authorized dealers have no right or authority to assume or create any legal obligation or responsibility, express or implied, on behalf of Britespan, or to bind Britespan in any manner whatsoever. Britespan Building Systems Inc shall have no liability for any acts, errors, omissions, workmanship, supplies, advice, representations or misrepresentations of any authorized dealer.



and all associated companies in the Britespan Family

Organizational Chart



ATTACHMENT C: REQUIRED BIDDER INFORMATION & CERTIFICATIONS EQUALIS GROUP: MODULAR, PORTABLE, AND FABRIC BUILDINGS & STRUCTURES WITH RELATED SERVICES & SOLUTIONS PROGRAM

Purpose of this Attachment C: CCOG requires the following information about Bidders who submit proposals in response to any CCOG request for proposal ("RFP") in order to facilitate the execution of the master group purchasing agreement ("Master Agreement") with the winning supplier ("Winning Supplier"). CCOG reserves the right to reject a Bidder's proposal if a Bidder fails to provide this information fully, accurately, and by the deadline set by CCOG in RFP Section 1.3 – Anticipated Procurement Timetable. Further, some of this information (as identified below) **must** be provided in order for CCOG to accept and consider a Bidder's proposal. **Failure to provide such required information may result in a Bidder's proposal being deemed nonresponsive to this RFP.**

Instructions: provide the following information about the Bidder. Bidders may a) complete this document in Microsoft Word by completing the form fields, print this attachment, and sign it in the designated signature areas, b) complete this document using the form fields, print to .pdf, and provide certified electronic signatures in the designated signature areas, or c) print this attachment, complete it, and sign it in the designated signature areas. It is mandatory that the information provided is certified with an original signature (in blue ink, please) or signed using a certified electronic signature by a person with sufficient authority and/or authorization to represent Bidder. Bidders are to provide the completed and signed information and certifications in **Tab 1** of the Technical Proposal submitted to CCOG as described in RFP Section 4.2 – Format for Organization of the Proposal.

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Bidders must provide all the information outlined below

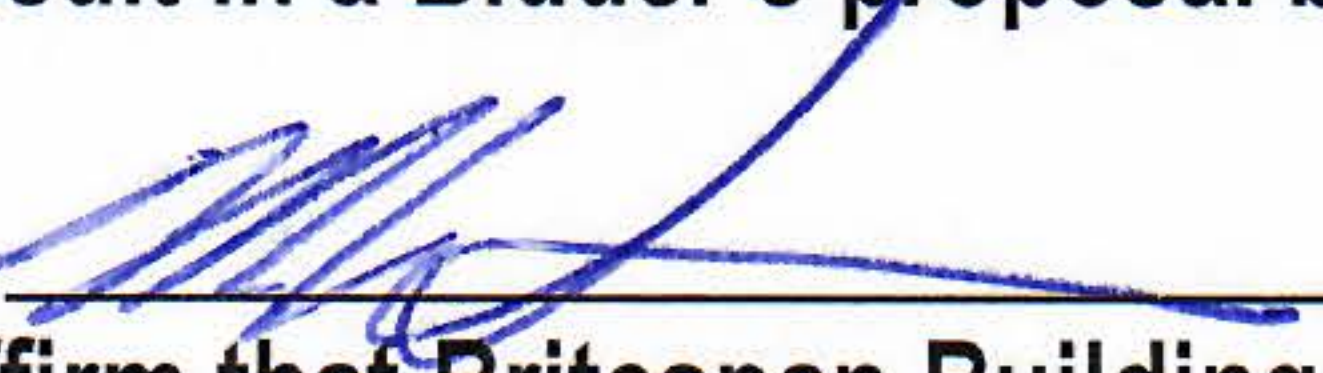
1. Equalis Group RFP Name: <u>RFP # COG-2105</u>	2. Proposal Due Date: <u>September 3, 2020</u>
3. Bidder Name: <u>Britespan Building Systems Inc.</u> <i>(legal name of the entity responding to RFP)</i>	4. Bidder Federal Tax ID # or Social Security #: <u>98-1464393</u>
5. Bidder Corporate Address: 688 Josephine Street N Wingham, Ontario, Canada N0G 2W0	6. Bidder Remittance Address (or "same" if same as Item #5): Same

<p>7. Print or type information about the Bidder representative/contact person <u>authorized to answer questions regarding the proposal submitted by your company:</u></p> <p>Bidder Representative: <u>Mike Wimmer</u></p> <p>Representative's Title: <u>Managing Director of U.S. Sales</u></p> <p>Address 1: <u>425 Orbiting Drive, Suite A</u></p> <p>Address 2:</p> <p>City, State Zip: <u>Mosinee, WI 54455</u></p> <p>Phone #: <u>715-297-9487</u></p> <p>Fax #:</p> <p>E-Mail Address: <u>mwimmer@britespanbuildings.com</u></p>	
<p>8. Print or type the name of the Bidder representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function):</p> <p>Bidder Representative: <u>Steve Burke</u></p> <p>Representative's Title: <u>Vice President of Finance</u></p> <p>Address 1: <u>688 Josephine Street</u></p> <p>Address 2:</p> <p>City, State Zip: <u>Wingham, Ontario, Canada N0G 2W0</u></p> <p>Phone #: <u>519-531-0429</u></p> <p>Fax #: <u>519-912-1003</u></p> <p>E-Mail Address: <u>sburke@britespanbuildings.com</u></p>	
<p>9. Is this Bidder an Ohio certified Minority Business Enterprise ("MBE")? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	


If yes, attach a copy of current certification to your proposal as an appendix in the third section of your proposal.

10. Mandatory Supplier Certifications:

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the four statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

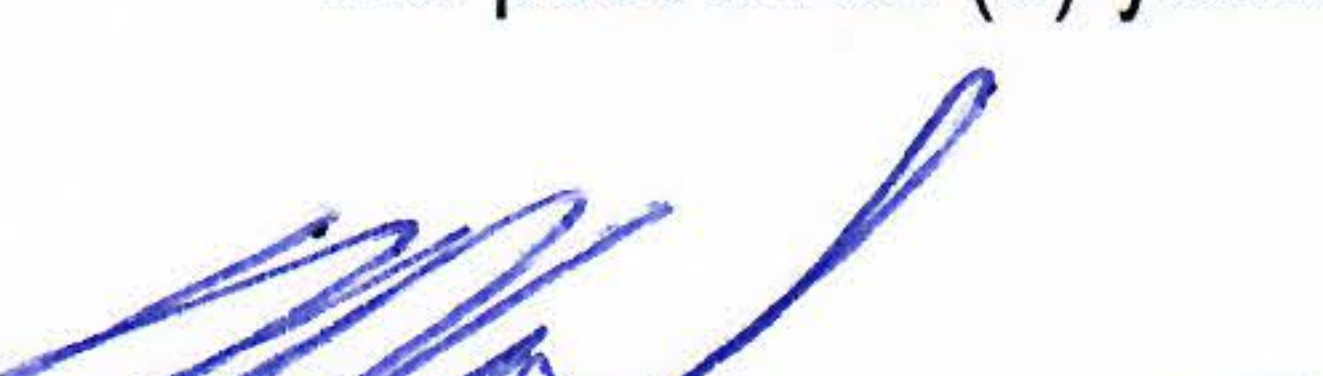
I,  (insert signature of representative shown in Item #7 above), hereby certify and affirm that **Britespan Building Systems Inc.**, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND


I,  (insert signature of representative shown in Item #7 above), hereby certify and affirm that **Britespan Building Systems Inc.**, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (as opposed to a record keeping or administrative standard) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I,  (insert signature of representative shown in Item #7 above) hereby certify and affirm that **Britespan Building Systems Inc.**, is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I,  (insert signature of representative shown in Item #7 above) hereby certify and affirm that **Britespan Building Systems Inc.**, either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

11. Supplemental Bidder Contract and Equal Employment Opportunity Information:

- A. Provide data on Bidder employees both nationwide (inclusive of Ohio staff) and the number of Ohio employees:

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	<u>121</u>	<u>0</u>
% of those who are Women:	<u>17%</u>	<u>0%</u>

% of those who are Minorities: 2% 0%

- B. If you are selected as the Winning Supplier and this RFP involves the provision of services to Equalis Group Members, will you subcontract any part of the work?

☐ NO -or-
☐ YES, but for less than 50% of the work -or-

X ☒ X YES, for 50% or more of the work

- C. If any part of your proposal would be performed by any subcontractors, provide the following information on each subcontractor (*additional pages may be added as needed*):

Subcontractor Name: See Attachment C – 11C Dealer List

Street Address 1: Street Address 1

Street Address 2: Street Address 2

City, State Zip: City, State Zip

Work to be Performed: Sales and installation of Britespan building kits

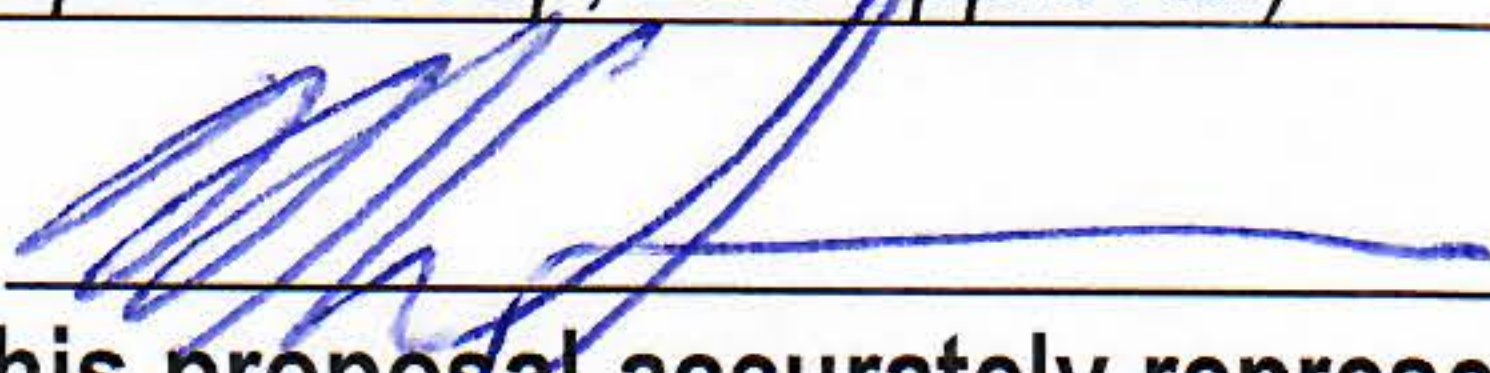
Estimated percentage of total proposal to be performed by subcontractors: 100%
(Do NOT show dollar amounts here; show % of WORK sub-contractors will perform/provide). Define the part of the work that will be performed by each subcontractor.

Subcontractor's employee information (*attach additional pages if needed*): Unknown

	Nationwide:	Ohio Offices:
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

12. Bidder has reviewed the Model Master Agreement attached to the RFP as Attachment E, and if awarded a contract, X ☒ Bidder will not (or) ☐ Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by CCOG and Equalis Group, LLC. (*All requested changes to Model Master Agreement contract language are subject to negotiation and CCOG and Equalis Group, LLC approval.*)

13. Bidder has reviewed the Model Administration Agreement attached to the RFP as Attachment E, and if awarded a contract, ☐ Bidder will not (or) X ☒ Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by Equalis Group, LLC. (*All requested changes to Model Administration Agreement contract language are subject to negotiation and Equalis Group, LLC approval.*)

14. I , (*insert signature of representative shown in Item #7 above*) hereby affirm that this proposal accurately represents the capabilities and qualifications of Britespan Building Systems Inc., and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (*Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.*)

15. Additional Documents:

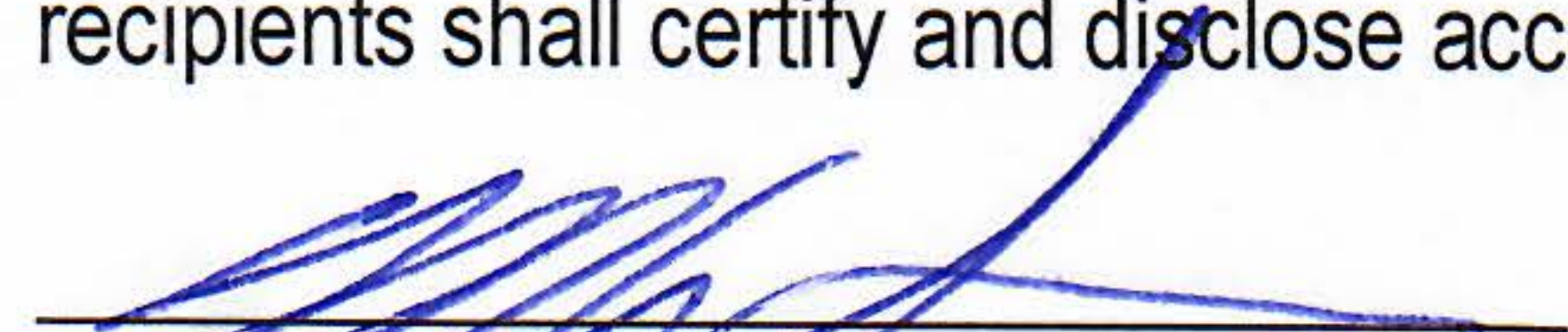
CCOG makes every attempt to meet the varying legal requirements of public agencies across the country. The documents included in this section are intended to give our contracts the broadest geographic reach by meeting the procurement requirements of other states outside of Ohio.

15.1. Lobbying Certification

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.


The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.


 Signature of Bidder representative

15.2. Boycott Certification

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.


 Signature of Bidder representative

15.3. Federal Funds Certification Form (EDGAR)

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify bidder's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a respondent fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

15.3.1. Supplier Partner Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Supplier Partner agree? MW
(Initials of Authorized Representative)

15.3.2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Supplier Partner agree? MW
(Initials of Authorized Representative)

15.3.3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Supplier Partner agree? MW
(Initials of Authorized Representative)

15.3.4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 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 Supplier Partner 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.

Does Supplier Partner agree? MW
(Initials of Authorized Representative)

15.3.5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 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.

Does Supplier Partner agree? MW
(Initials of Authorized Representative)

15.3.6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 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 or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Supplier Partner agree? MW
(Initials of Authorized Representative)

15.3.7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Supplier Partner agree? MW
(Initials of Authorized Representative)

15.3.8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Supplier Partner agree? MW
(Initials of Authorized Representative)

15.3.9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not 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 USC 1352. Each tier must also 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. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Supplier Partner agree? MW
(Initials of Authorized Representative)

15.3.10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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 ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$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.

Does Supplier Partner agree? MW
(Initials of Authorized Representative)

15.3.11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Supplier Partner agree? MW
(Initials of Authorized Representative)

15.3.12. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Supplier Partner agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Supplier Partner agree? MW
(Initials of Authorized Representative)

15.3.13. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Supplier Partner agree? MW
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Britespan Building Systems Inc.

Bidder Name



Signature of Authorized Company Official

Mike Wimmer
Printed Name

Managing Director of U.S. Sales
Title

September 3, 2020
Date

16. Required Documents for Supplier Partners Intending to Do Business in New Jersey

16.1. Ownership Disclosure Form

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), Bidder shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Bidder Name: [Click or tap here to enter text.](#)

Street Address: [Click or tap here to enter text.](#)

City, State Zip: [Click or tap here to enter text.](#)

Complete as appropriate:

I [Click or tap here to enter text.](#), certify that I am the sole owner of [Click or tap here to enter text.](#), that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I [Click or tap here to enter text.](#), a partner in [Click or tap here to enter text.](#), do hereby certify that the following is a list of all individual partners who own a 10 percent (10%) or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I [Click or tap here to enter text.](#), an authorized representative of [Click or tap here to enter text.](#), a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of the corporation's stock or the individual partners owning a 10 percent (10%) or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

NAME	ADDRESS	% INTEREST
Click or tap here to enter text.	Click or tap here to enter text.	<input type="text"/>
Click or tap here to enter text.	Click or tap here to enter text.	<input type="text"/>
Click or tap here to enter text.	Click or tap here to enter text.	<input type="text"/>
Click or tap here to enter text.	Click or tap here to enter text.	<input type="text"/>
Click or tap here to enter text.	Click or tap here to enter text.	<input type="text"/>

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature and Title

Enter Date Signed
Date

16.2. Non-Collusion Affidavit (to be completed and included with each proposal submitted to Members in NJ)

Bidder Name: Enter Bidder Name

Street Address: Enter Street Address

City, State Zip: Enter City, State Zip

State of New Jersey

County of Customer County

I, Your Name of the Your City in the County of Your County, State of Your State of full age, being duly sworn according to law on my oath depose and say that:

I am the Your Title of the firm of Bidder Name, the Bidder making the proposal for the goods, services, or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Customer Name relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services, or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

Bidder Name

Authorized Signature

Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

**16.3. Affirmative Action Affidavit
(P.L. 1975, C.127)**

Bidder Name: Enter Bidder Name

Street Address: Enter Street Address

City, State Zip: Enter City, State Zip

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Supplier Partners must submit with proposal:

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photocopy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over Fifty Thousand Dollars (\$50,000) Total Project Cost:

Check One –

☐ No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Customer Name, or

☐ Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Bidder Name

Authorized Signature

Title

Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL & SERVICE CONTRACTS

During the performance of this contract, the Supplier Partner agrees as follows:

The Supplier Partner or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The Supplier Partner will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Supplier Partner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The Supplier Partner or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the Supplier Partner, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The Supplier Partner or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Supplier Partner's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Supplier Partner or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Supplier Partner or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The Supplier Partner or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Supplier Partner or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Supplier Partner or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Supplier Partner and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

16.4. Political Contribution Disclosure Form

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to Supplier Partners.** What follows are instructions on the use of form local units can provide to Supplier Partners that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

1. The disclosure is required for all contracts in excess of seventeen thousand five hundred dollars (\$17,500) that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some Supplier Partner submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the Supplier Partner** and on file at least ten (10) days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The Supplier Partner must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that Supplier Partners be provided a list of the affected agencies. This will assist Supplier Partners in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time, as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some Supplier Partners may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used "as-is", subject to edits as described herein.
 - e) The "Supplier Partner Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the Supplier Partner also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that Supplier Partner did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the twelve (12) months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Supplier Partner Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Supplier Partner Instructions

Supplier Partners receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that ten (10) days prior to the award of such a contract, the Supplier Partner shall disclose contributions to:

- 1) any State, county, or municipal committee of a political party,
- 2) any legislative leadership committee*,
- 3) any continuing political committee (a.k.a., political action committee),
- 4) any candidate committee of a candidate for, or holder of, an elective office:
 - a) of the public entity awarding the contract,

- b) of that county in which that public entity is located,
- c) of another public entity within that county,
- d) or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed three hundred dollars (\$300) per election cycle that were made during the twelve (12) months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- 1) individuals with an "interest" ownership or control of more than ten percent (10%) of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit,
- 2) all principals, partners, officers, or directors of the business entity or their spouses,
- 3) any subsidiaries directly or indirectly controlled by the business entity,
- 4) IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the Supplier Partner in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the Supplier Partner's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the Supplier Partner's submission and is disclosable to the public under the Open Public Records Act. The Supplier Partner must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

¹ N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than ten (10) days prior to the award of the contract.



Part I – Supplier Partner Information

Bidder Name:	Bidder Name				
Address:	Street Address				
City:	City	State:	State	Zip:	Zip

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Authorized Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than three hundred dollars (\$300) per election cycle) over the twelve (12) months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.[illegible]

Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders
{County Executive}

County Clerk
Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

16.5. Stockholder Disclosure Form

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding ten percent (10%) or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns ten percent (10%) or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership
- ☐ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Limited Liability Corporation
- ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Stockholder Name	Name: Stockholder Name
------------------------	------------------------

Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Subscribed and sworn before me this ____ day of _____, 2 ____. (Notary Public) My Commission expires: </div> <div style="width: 45%; border-top: 1px solid black; padding-top: 5px;"> (Affiant) (Print name & title of affiant) (Corporate Seal) </div> </div>	

17. Required Documents for Supplier Partners Intending to Do Business in Arizona

17.1. Arizona Supplier Partner Requirements

AZ Compliance with Federal and state requirements. Supplier Partner agrees when working on any federally assisted projects with more than two thousand dollars (\$2,000.00) in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Supplier Partner agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Supplier Partner must retain records for three years to allow the federal grantor agency access to these records, upon demand. Supplier Partner also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, Supplier Partner additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements. Pursuant to ARS 41-4401, Supplier Partner and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program".

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any Supplier Partner or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Supplier Partner Employee Work Eligibility. By entering into this contract, Supplier Partner agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or Equalis Group members may request verification of compliance from any Supplier Partner or subcontractor performing work under this contract. CCOG and Equalis Group members reserve the right to confirm compliance. In the event that CCOG or Equalis Group members suspect or find that any Supplier Partner or

subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the Supplier Partner. All cost associated with any legal action will be the responsibility of the Supplier Partner.

AZ Non-Compliance. All federally assisted contracts to members that exceed ten thousand dollars (\$10,000.00) may be terminated by the federal grantee for noncompliance by Supplier Partner. In projects that are not federally funded, respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona). For work to be performed at an Arizona school, Supplier Partner agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Supplier Partner agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Equalis Group member's discretion. Supplier Partner must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments. In accordance with A.R.S. 35-392, CCOG and Equalis Group members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, Supplier Partner warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



Signature of Authorized Representative

Date 9/3/20

Attachment C 11.C Dealer list

Dealer Network USA

Dealer 1 – 83 Construction

Dealer 1 Address - 33137 SR 83 Millersburg Ohio 44654

Dealer 2 - A Ginn Farm Supply LLC

Dealer 2 Address - 2368 Palmyra Rd, Bedford Ky 40006

Dealer 3 - Apco-Ettner, Inc

Dealer 3 Address - 5588 N Palm Ave Fresno, CA 93704

Dealer 4 - B&H Buildings Inc.

Dealer 4 Address - 307 S. High St. West Lebanon, IN 47991

Dealer 5 - Clear Heights Construction, LLC.

Dealer 5 Address - 6686 Wilson Ave SW Grandview, MI 49418

Dealer 6 – Cover-All Buildings of WV, Inc.

Dealer 6 Address – P.O. Box 727 Bridgeport, WV 26330

Dealer 7 – DOB Group LLC

Dealer 7 Address - 800 E 101st Ter Suite 350, Kansas City, MO 64131

Dealer 8 – Eagle Associates of Cazenovia, LLC

Dealer 8 Address - PO Box 322 Cazenovia, NY 13035

Dealer 9 - Freedom Buildings Inc.

Dealer 9 Address - 508 3rd Street Belle Plaine, IA 52208

Dealer 10 – Freespan Structures, Inc.

Dealer 10 Address - P.O. Box 123 Brielle, NJ 08730

Dealer 11 - Greystone Construction

Dealer 11 Address - 500 S. Marschall Road Suite 300 Shakopee, MN 55379

Dealer 12 - Hansen Industries Inc,

Dealer 12 Address - 29978 Road 56 Visalia, CA 93291

Dealer 13 - Hawaii Specialty Vehicles

Dealer 13 Address - 1026 Puuwai St. Honolulu, HI 96819

Dealer 14 - Miller Builders

Dealer 14 Address - Box 69, Apple Creek, OH 44606

Dealer 15 - Seattle Tarp

Dealer 15 Address - 18449 Cascade Ave S Tukwila WA 98188

Dealer 16 - Snyder Equipment, Inc.

Dealer 16 - 15140 State Route 405, Watsontown, PA 17777

Dealer 17 - Thomson Construction

Dealer 17 Address – 22563 141 St Road, Winfield, KS 67156

Dealer 18 - Vision Building Systems, LLC

Dealer 18 Address - 3150 W. Wigwam Ave, Las Vegas, NV 89139

Dealer 19 - Tensoshade LLC

Dealer 19 Address - 17595 W, Blanco Rd. ST.300, San Antonio, TX.78232

**Certificate of Status of Beneficial Owner for
United States Tax Withholding and Reporting (Entities)**

► For use by entities. Individuals must use Form W-8BEN. ► Section references are to the Internal Revenue Code.
► Go to www.irs.gov/FormW8BENE for instructions and the latest information.
► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form for:**Instead use Form:**

- U.S. entity or U.S. citizen or resident W-9
- A foreign individual W-8BEN (Individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the U.S. (unless claiming treaty benefits) W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . . W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) W-8ECI or W-8EXP
- Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) W-8IMY

Part I Identification of Beneficial Owner

1 Name of organization that is the beneficial owner BRITESPAN BUILDING SYSTEMS INC.	2 Country of incorporation or organization CANADA
--	--

3 Name of disregarded entity receiving the payment (if applicable, see instructions)

- 4** Chapter 3 Status (entity type) (Must check one box only):
- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Disregarded entity | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Simple trust | <input type="checkbox"/> Grantor trust | <input type="checkbox"/> Complex trust |
| <input type="checkbox"/> Central Bank of Issue | <input type="checkbox"/> Tax-exempt organization | <input type="checkbox"/> Estate |
| <input type="checkbox"/> Private foundation | <input type="checkbox"/> International organization | <input type="checkbox"/> Government |

If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes" complete Part III.

☐ Yes ☐ No**5** Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)

- | | |
|---|---|
| <input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). | <input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII. |
| <input type="checkbox"/> Participating FFI. | <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. |
| <input type="checkbox"/> Reporting Model 1 FFI. | <input type="checkbox"/> International organization. Complete Part XIV. |
| <input type="checkbox"/> Reporting Model 2 FFI. | <input type="checkbox"/> Exempt retirement plans. Complete Part XV. |
| <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions. | <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. |
| <input type="checkbox"/> Sponsored FFI. Complete Part IV. | <input type="checkbox"/> Territory financial institution. Complete Part XVII. |
| <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. | <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII. |
| <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. | <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. |
| <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. | <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. |
| <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. | <input type="checkbox"/> 501(c) organization. Complete Part XXI. |
| <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. | <input type="checkbox"/> Nonprofit organization. Complete Part XXII. |
| <input type="checkbox"/> Owner-documented FFI. Complete Part X. | <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. |
| <input type="checkbox"/> Restricted distributor. Complete Part XI. | <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV. |
| | <input checked="" type="checkbox"/> Active NFFE. Complete Part XXV. |
| | <input type="checkbox"/> Passive NFFE. Complete Part XXVI. |
| | <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII. |
| | <input type="checkbox"/> Direct reporting NFFE. |
| | <input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII. |
| | <input type="checkbox"/> Account that is not a financial account. |

6 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).**688 JOSEPHINE ST. NORTH, RR1**

City or town, state or province. Include postal code where appropriate.

WINGHAM, ONTARIO N0G 2W0

Country

CANADA**7** Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country

8 U.S. taxpayer identification number (TIN), if required
98-1464393**9a** GIIN**b** Foreign TIN**10** Reference number(s) (see instructions)**Note:** Please complete remainder of the form including signing the form in Part XXX.**For Paperwork Reduction Act Notice, see separate instructions.**

Cat. No. 59689N

Form **W-8BEN-E** (Rev. 7-2017)

Part II Disregarded Entity or Branch Receiving Payment. (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. See instructions.)

- 11** Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment
- ☐ Branch treated as nonparticipating FFI. ☐ Reporting Model 1 FFI. ☐ U.S. Branch.
- ☐ Participating FFI. ☐ Reporting Model 2 FFI.
- 12** Address of disregarded entity or branch (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.

Country

- 13** GIIN (if any)

Part III Claim of Tax Treaty Benefits (if applicable). (For chapter 3 purposes only.)

- 14** I certify that (check all that apply):
- a** ☒ The beneficial owner is a resident of CANADA within the meaning of the income tax treaty between the United States and that country.
- b** ☒ The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits. The following are types of limitation on benefits provisions that may be included in an applicable tax treaty (check only one; see instructions):
- | | |
|--|---|
| <input type="checkbox"/> Government | <input type="checkbox"/> Company that meets the ownership and base erosion test |
| <input type="checkbox"/> Tax exempt pension trust or pension fund | <input type="checkbox"/> Company that meets the derivative benefits test |
| <input type="checkbox"/> Other tax exempt organization | <input checked="" type="checkbox"/> Company with an item of income that meets active trade or business test |
| <input type="checkbox"/> Publicly traded corporation | <input type="checkbox"/> Favorable discretionary determination by the U.S. competent authority received |
| <input type="checkbox"/> Subsidiary of a publicly traded corporation | <input type="checkbox"/> Other (specify Article and paragraph): |
- c** ☐ The beneficial owner is claiming treaty benefits for U.S. source dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).
- 15** **Special rates and conditions** (if applicable—see instructions):
- The beneficial owner is claiming the provisions of Article and paragraph VII of the treaty identified on line 14a above to claim a 0 % rate of withholding on (specify type of income): BUSINESS PROFITS
- Explain the additional conditions in the Article the beneficial owner meets to be eligible for the rate of withholding: THE COMPANY IS A RESIDENT OF CANADA AND DOES NOT HAVE A PERMANENT ESTABLISHMENT IN THE US.

Part IV Sponsored FFI

- 16** Name of sponsoring entity:
- 17** **Check whichever box applies.**
- ☐ I certify that the entity identified in Part I:
- Is an investment entity;
 - Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; **and**
 - Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.
- ☐ I certify that the entity identified in Part I:
- Is a controlled foreign corporation as defined in section 957(a);
 - Is not a QI, WP, or WT;
 - Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; **and**
 - Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

Part V Certified Deemed-Compliant Nonregistering Local Bank**18** ☐ I certify that the FFI identified in Part I:

- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
- Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization;
- Does not solicit account holders outside its country of organization;
- Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
- Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; **and**
- Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part.

Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts**19** ☐ I certify that the FFI identified in Part I:

- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
- No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); **and**
- Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle**20** Name of sponsoring entity: _____**21** ☐ I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4);
- Is not a QI, WP, or WT;
- Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; **and**
- 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI).

Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity**22** ☐ I certify that the entity identified in Part I:

- Was in existence as of January 17, 2013;
- Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; **and**
- Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)).

Part IX Certain Investment Entities that Do Not Maintain Financial Accounts**23** ☐ I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), **and**
- Does not maintain financial accounts.

Part X Owner-Documented FFI

Note: This status only applies if the U.S. financial institution, participating FFI, or reporting Model 1 FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a ☐ (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Does not maintain a financial account for any nonparticipating FFI; **and**
- Does not have any specified U.S. persons that own an equity interest or debt interest (other than a debt interest that is not a financial account or that has a balance or value not exceeding \$50,000) in the FFI other than those identified on the FFI owner reporting statement.

Part X Owner-Documented FFI (continued)**Check box 24b or 24c, whichever applies.**

- b** ☐ I certify that the FFI identified in Part I:
- Has provided, or will provide, an FFI owner reporting statement that contains:
 - (i) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
 - (ii) The name, address, TIN (if any), and chapter 4 status of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); **and**
 - (iii) Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
 - Has provided, or will provide, valid documentation meeting the requirements of Regulations section 1.1471-3(d)(6)(iii) for each person identified in the FFI owner reporting statement.
- c** ☐ I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within 4 years of the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(d)(6)(iv)(A)(2), and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.

Check box 24d if applicable (optional, see instructions).

- d** ☐ I certify that the entity identified on line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified beneficiaries.

Part XI Restricted Distributor

- 25a** ☐ (All restricted distributors check here) I certify that the entity identified in Part I:
- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
 - Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
 - Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-compliant jurisdiction);
 - Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
 - Does not solicit customers outside its country of incorporation or organization;
 - Has no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its income statement for the most recent accounting year;
 - Is not a member of an expanded affiliated group that has more than \$500 million in total assets under management or more than \$20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; **and**
 - Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Check box 25b or 25c, whichever applies.

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

- b** ☐ Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.
- c** ☐ Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Part XII Nonreporting IGA FFI26 ☐ I certify that the entity identified in Part I:

- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and _____ . The applicable IGA is a ☐ Model 1 IGA or a ☐ Model 2 IGA; and is treated as a _____ under the provisions of the applicable IGA or Treasury regulations (if applicable, see instructions);
- If you are a trustee documented trust or a sponsored entity, provide the name of the trustee or sponsor _____ .
The trustee is: ☐ U.S. ☐ Foreign

Part XIII Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue27 ☐ I certify that the entity identified in Part I is the beneficial owner of the payment, and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).**Part XIV International Organization**

Check box 28a or 28b, whichever applies.

28a ☐ I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).b ☐ I certify that the entity identified in Part I:

- Is comprised primarily of foreign governments;
- Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act or that has in effect a headquarters agreement with a foreign government;
- The benefit of the entity's income does not inure to any private person; **and**
- Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

Part XV Exempt Retirement Plans

Check box 29a, b, c, d, e, or f, whichever applies.

29a ☐ I certify that the entity identified in Part I:

- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
- Is operated principally to administer or provide pension or retirement benefits; **and**
- Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.

b ☐ I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- No single beneficiary has a right to more than 5% of the FFI's assets;
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; **and**
 - (i) Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
 - (ii) Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));
 - (iii) Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); **or**
 - (iv) Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.

c ☐ I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- Has fewer than 50 participants;
- Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
- Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
- Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; **and**
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.

Part XV Exempt Retirement Plans (continued)

- d ☐ I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.
- e ☐ I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.
- f ☐ I certify that the entity identified in Part I:
- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); **or**
 - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

Part XVI Entity Wholly Owned by Exempt Beneficial Owners

- 30 ☐ I certify that the entity identified in Part I:
- Is an FFI solely because it is an investment entity;
 - Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in Regulations section 1.1471-6 or in an applicable Model 1 or Model 2 IGA;
 - Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in Regulations section 1.1471-6 or an applicable Model 1 or Model 2 IGA.
 - Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; **and**
 - Has provided documentation establishing that every owner of the entity is an entity described in Regulations section 1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

Part XVII Territory Financial Institution

- 31 ☐ I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.

Part XVIII Excepted Nonfinancial Group Entity

- 32 ☐ I certify that the entity identified in Part I:
- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in Regulations section 1.1471-5(e)(5)(i)(C) through (E);
 - Is a member of a nonfinancial group described in Regulations section 1.1471-5(e)(5)(i)(B);
 - Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); **and**
 - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XIX Excepted Nonfinancial Start-Up Company

- 33 ☐ I certify that the entity identified in Part I:
- Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business) _____ (date must be less than 24 months prior to date of payment);
 - Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
 - Is investing capital into assets with the intent to operate a business other than that of a financial institution; **and**
 - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy

- 34 ☐ I certify that the entity identified in Part I:
- Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on _____;
 - During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
 - Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; **and**
 - Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than 3 years.

Part XXI 501(c) Organization

35 ☐ I certify that the entity identified in Part I is a 501(c) organization that:

- Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated _____; **or**
- Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).

Part XXII Nonprofit Organization

36 ☐ I certify that the entity identified in Part I is a nonprofit organization that meets the following requirements.

- The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
- The entity is exempt from income tax in its country of residence;
- The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or noncharitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; **and**
- The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this part or escheats to the government of the entity's country of residence or any political subdivision thereof.

Part XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation

Check box 37a or 37b, whichever applies.

37a ☐ I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution; **and**
- The stock of such corporation is regularly traded on one or more established securities markets, including _____ (name one securities exchange upon which the stock is regularly traded).

b ☐ I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution;
- The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
- The name of the entity, the stock of which is regularly traded on an established securities market, is _____; **and**
- The name of the securities market on which the stock is regularly traded is _____.

Part XXIV Excepted Territory NFFE

38 ☐ I certify that:

- The entity identified in Part I is an entity that is organized in a possession of the United States;
- The entity identified in Part I:
 - (i) Does not accept deposits in the ordinary course of a banking or similar business;
 - (ii) Does not hold, as a substantial portion of its business, financial assets for the account of others; **or**
 - (iii) Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
- All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.

Part XXV Active NFFE

39 ☒ I certify that:

- The entity identified in Part I is a foreign entity that is not a financial institution;
- Less than 50% of such entity's gross income for the preceding calendar year is passive income; **and**
- Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).

Part XXVI Passive NFFE

40a ☐ I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.

Check box 40b or 40c, whichever applies.

- b** ☐ I further certify that the entity identified in Part I has no substantial U.S. owners (or, if applicable, no controlling U.S. persons); **or**
- c** ☐ I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner (or, if applicable, controlling U.S. person) of the NFFE in Part XXIX.

Part XXVII Excepted Inter-Affiliate FFI

41 ☐ I certify that the entity identified in Part I:

- Is a member of an expanded affiliated group;
- Does not maintain financial accounts (other than accounts maintained for members of its expanded affiliated group);
- Does not make withholdable payments to any person other than to members of its expanded affiliated group;
- Does not hold an account (other than depository accounts in the country in which the entity is operating to pay for expenses) with or receive payments from any withholding agent other than a member of its expanded affiliated group; **and**
- Has not agreed to report under Regulations section 1.1471-4(d)(2)(ii)(C) or otherwise act as an agent for chapter 4 purposes on behalf of any financial institution, including a member of its expanded affiliated group.

Part XXVIII Sponsored Direct Reporting NFFE (see instructions for when this is permitted)

42 Name of sponsoring entity:

43 ☐ I certify that the entity identified in Part I is a direct reporting NFFE that is sponsored by the entity identified on line 42.

Part XXIX Substantial U.S. Owners of Passive NFFE

As required by Part XXVI, provide the name, address, and TIN of each substantial U.S. owner of the NFFE. Please see the instructions for a definition of substantial U.S. owner. If providing the form to an FFI treated as a reporting Model 1 FFI or reporting Model 2 FFI, an NFFE may also use this part for reporting its controlling U.S. persons under an applicable IGA.

[illegible]

Part XXX Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- The entity identified on line 1 of this form is the beneficial owner of all the income to which this form relates, is using this form to certify its status for chapter 4 purposes, or is a merchant submitting this form for purposes of section 6050W;
- The entity identified on line 1 of this form is not a U.S. person;
- The income to which this form relates is: (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income; **and**
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which the entity on line 1 is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the entity on line 1 is the beneficial owner.

I agree that I will submit a new form within 30 days if any certification on this form becomes incorrect.

Sign Here

Signature of individual authorized to sign for beneficial owner

Print Name

Date (MM-DD-YYYY)

☒ I certify that I have the capacity to sign for the entity identified on line 1 of this form.

This Agreement entered into as of the **date** of **Month** in the year of **year**.

MASTER AGREEMENT

between

Cooperative Council of Governments
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

and

Britespan Building Systems Inc.
688 Josephine Street
Wingham, Ontario, Canada N0G 2W0

and

Equalis Group LLC
5550 Granite Parkway, Suite 298
Plano, Texas 75024

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THIS MASTER GROUP PURCHASING AGREEMENT (this "**Master Agreement**"), effective as of **Month Day, Year** (the "**Effective Date**"), is entered into by and between The Cooperative Council of Governments, Inc., an Ohio non-profit corporation organized as a regional council of governments under Chapter 167 of the Ohio Revised Code, with its principal place of business at 6001 Cochran Road, Suite 333, Cleveland, Ohio 44139 ("**CCOG**"), **Britespan Building Systems Inc., an Ontario, Canada** corporation with its principal place of business at **688 Josephine Street, Wingham, Ontario, Canada NOG 2W0** ("**Winning Supplier**"), and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5550 Granite Parkway, Suite 298, Plano, Texas 75024 ("**Equalis**"). Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

SECTION 1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and established for the purpose of (a) developing and implementing certain sound business practices and processes as shared services to be made available to its members, and (b) serving as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring master group purchasing agreements ("**Group Purchasing Agreements**") for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Group Purchasing Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued request for proposal ("**RFP**") #**Number** dated **Month Day, Year** for contracting on behalf of Equalis Group Participants for **definition of products and services solicited in the RFP** ("**Products & Services**") and awarded a contract to Winning Supplier as the lowest responsive and responsible bidder.

H. Winning Supplier desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.

I. CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

SECTION 2. BUSINESS TERMS

2.1. **Appendices.** Winning Supplier agrees to provide Products & Services to Program Participants as may be agreed to by the Parties in accordance with the specific terms and conditions set forth in this Master Agreement and the appendices attached hereto and made a part of this Master Agreement (if one, an "Appendix" or more, "Appendices").

- (i) **Appendix A** defines the Term of this Master Agreement and Addresses for Notices.
- (ii) **Appendix B** sets forth the Products & Services and pricing available to Program Participants under this Master Agreement.

2.2. **Terms in Appendices.** In all cases where the terms of this Master Agreement and any Appendices disagree, the terms in the Appendix shall control.

2.3. **Utilization of Products & Services.** Purchases of the Products & Services from Winning Supplier may only be made by any Equalis Group Participant upon execution of such credit applications, forms, agreements, appendices, or other documentation ("Customer Agreements") as mutually agreed upon by Winning Supplier and Equalis.

2.4. **Personnel & Equipment.** The Parties agree that the number and types of any subcontractors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services as specified in **Appendix B** to all Program Participants throughout the Term, as defined in **Appendix A**, of this Master Agreement and any Customer Agreement.

2.5. **Rates & Charges.** The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in **Appendix B**. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in **Appendix B**.

SECTION 3. TERMS & CONDITIONS

3.1. **Independent Contractors.** In the performance of this Master Agreement, Winning Supplier shall be an independent contractor to CCOG and Equalis, and shall not be or act as, or be deemed to otherwise be an agent, employee, or representative of CCOG, Equalis, or any Equalis Group Participant. CCOG and Equalis shall be independent contractors to Winning Supplier, and shall not be or act as, or be deemed to be agents, employees, or representatives of Winning Supplier. Winning Supplier's employees will not be deemed to be CCOG's and/or Equalis's employees or employees of any Equalis Group Participant, and CCOG's and Equalis's employees will not be deemed to be Winning Supplier's employees. Nothing contained in an Appendix or this Master Agreement may be construed to be inconsistent with that relationship or status. No Party exercises direct control or supervision over the employees of the other Parties and, in fact, each Party disavows any right to do so, and no Party in any way directs the operations of the other Parties or the manner of the other Parties' performance. No partnership, joint venture, or other relationship between the Parties or any Equalis Group Participant is created hereby.

3.2. **Operational Control.**

- (a) **Winning Supplier Control.** As between the Parties, Winning Supplier shall have sole and exclusive control over the manner in which Winning Supplier and its employees, agents, subcontractors, and suppliers perform its responsibilities under this Agreement. Winning Supplier shall engage, employ, or

subcontract with such individuals or other entities as it may deem necessary in connection therewith, provided, however, that Winning Supplier furnishes the types and quantities of Products & Services specified in **Appendix B** to all Program Participants purchasing Products & Services throughout the Term of this Master Agreement and Winning Supplier executes its roles and responsibilities in accordance with any Customer Agreements. Such individuals shall not be considered employees or subcontractors of CCOG, Equalis, or any Equalis Group Participant, and shall be subject to employment or engagement, and discharge, discipline, and control solely and exclusively by Winning Supplier.

(b) **Equalis Control.** As between the Parties, Equalis shall have sole and exclusive control over the manner in which Equalis and its parent company, employees, agents, subcontractors, and suppliers perform its responsibilities under this Master Agreement. Equalis shall engage, employ, or subcontract with such individuals or other entities as it may deem necessary in connection therewith. Such individuals shall not be considered employees or subcontractors of CCOG, Winning Supplier, or any Equalis Group Participant, and shall be subject to employment or engagement, and discharge, discipline, and control solely and exclusively by Equalis.

(c) **Taxes.** Except as otherwise specified herein, each Party shall be solely responsible for the payment of any and all wages and fringe benefits, local, state, and federal payroll taxes or contribution of taxes for unemployment insurance, pensions, workers' compensation, and other Social Security and related protection with respect to those employees engaged by that Party pursuant to the performance of this Master Agreement. Each Party will make and submit, in its name, all reports and payments required by federal, state, or local laws related to its employees, agents, subcontractors, and suppliers.

3.3. **Technical Systems; Intellectual Property.** Winning Supplier shall retain title to its proprietary systems and methodologies used in connection with the delivery of Products & Services during the course of this Master Agreement, including, but not limited to, descriptions of the systems or methodologies, document templates, and/or project tools and software, whether owned by Winning Supplier or licensed to Winning Supplier by a third Party and incorporated into any sale of Products & Services ("**Winning Supplier Systems and Methods**"). As needed, Winning Supplier shall grant a limited license to all Program Participants subject to this Master Agreement to use Winning Supplier's Systems & Methods during the Term of this Master Agreement and for the duration of any Customer Agreements established between Winning Supplier and a Participant to purchase Products & Services subject to the terms of this Master Agreement until such Customer Agreements expire or are terminated.

3.4. **Confidentiality.**

(a) **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "**Disclosing Party**") to which a Party(ies) (the "**Receiving Party**") may become privy during the Term of this Master Agreement (collectively, the "**Information**") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties' Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.

(b) **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its

representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

3.5. Indemnification.

(a) **Winning Supplier Indemnification.** Except as otherwise provided herein and to the extent permitted by law, Winning Supplier shall indemnify, defend, and hold harmless ("**Indemnifying Party**") CCOG and Equalis, and their respective officers, directors, employees, agents, subcontractors, suppliers, and all Equalis Group Participants subject to this Master Agreement (the "**Indemnified Party**") from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement, and reasonable attorneys' fees), including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party ("**Losses**") to the extent they are caused by gross negligence, willful misconduct, noncompliance with applicable laws, or strict products liability of the Indemnifying Party or its employees, agents, subcontractors, and suppliers. With respect to a claim under this Master Agreement, the liability of the Indemnifying Party is limited to the extent of such Indemnifying Party's gross negligence, willful misconduct, noncompliance with applicable laws, or strict products liability.

(b) **CCOG Indemnification.** Except as otherwise provided herein and to the extent permitted by law, CCOG shall indemnify, defend, and hold harmless ("**Indemnifying Party**") Winning Supplier, its officers, directors, employees, agents, subcontractors, and suppliers subject to this Master Agreement (the "**Indemnified Party**") from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement, and reasonable attorneys' fees), including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party ("**Losses**") to the extent they are caused by gross negligence, willful misconduct, or noncompliance with applicable laws of the Indemnifying Party or its employees, agents, subcontractors, and suppliers. With respect to a claim under this Master Agreement, the liability of the Indemnifying Party is limited to the extent of such Indemnifying Party's gross negligence, willful misconduct, or noncompliance with applicable laws.

(c) **Equalis Indemnification.** Except as otherwise provided herein and to the extent permitted by law, Equalis shall indemnify, defend, and hold harmless ("**Indemnifying Party**") Winning Supplier, its officers, directors, employees, agents, subcontractors, and suppliers subject to this Master Agreement (the "**Indemnified Party**") from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement and reasonable attorneys' fees), including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party ("**Losses**") to the extent they are caused by gross negligence, willful misconduct, or noncompliance with applicable laws of the Indemnifying Party or its employees, agents, subcontractors, and suppliers. With respect to a claim under this Master Agreement, the liability of the Indemnifying Party is limited to the extent of such Indemnifying Party's gross negligence, willful misconduct, or noncompliance with applicable laws.

3.6. **Notice & Opportunity to Defend; Limitations & Thresholds.**

(a) **Notice; Opportunity.** If any Losses are asserted against an Indemnified Party, such Indemnified Party shall notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection with such defense. In the event that the Indemnifying Party in connection with such claim fails to defend against the claim within thirty (30) days after Notice of such claim, the Indemnified Party shall be entitled to assume the defense thereof, and the Indemnifying Party shall be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) until the Indemnifying Party assumes such defense. The attorneys prosecuting such defense on behalf of a Party must be acceptable to the Indemnified Party, which acceptance shall not be unreasonably withheld.

(b) **Liability.** Notwithstanding any other provision of this Master Agreement, indemnity obligations entered into hereunder shall be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third Party). The Indemnifying Party shall be subrogated to all rights of the Indemnified Party against any third party with respect to any claim for which indemnity was paid.

3.7. **Winning Supplier Insurance.** During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as additional insureds on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

3.8. **Termination Rights.** The Parties shall have the termination rights set forth below.

(a) **Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

(b) **Mutual Consent.** This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

(c) **Breach.** In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies)

not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices set forth in **Appendix A**.

3.9. **Effects of Termination.** Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another master group purchasing agreement or Equalis Group supplier partner.

3.10. **Audit of Winning Supplier.** CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

3.11. **Force Majeure.** This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

3.12. **Notices.** All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

3.13. **Waiver.** Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

3.14. **Governing Law; Invalidity.** This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

3.15. **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

3.16. **Assignment.** This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

3.17. **No Third-Party Beneficiaries; Survival of Representations.** This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

3.18. **Entire Agreement.** This Master Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

3.19. **Execution in Counterparts.** This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

3.20. **Titles, Headings & Recitals.** The Preamble to this Master Agreement is hereby incorporated herein and made part of this Master Agreement. The Recitals stated within this Master Agreement are deemed to be a part of this Master Agreement. The titles and headings of the sections and paragraphs of this Master Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Master Agreement.

3.21. **Nondiscrimination & Intimidation.**

(a) Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

(b) Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.

(c) Winning Supplier expressly agrees to include the provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Master Agreement to be executed by their duly authorized representatives as of the Effective Date.

**THE COOPERATIVE COUNCIL OF
GOVERNMENTS, INC.**

By: _____
Name: Scott A. Morgan
As: CCOG Board President
Date: _____

WINNING SUPPLIER

By: _____
Name: Steve Burke
As: Vice President of Finance
Date: _____

EQUALIS GROUP, LTD.

By: _____
Name: Stephen M. Hull
As: CEO
Date: _____

APPENDIX A: TERM OF AGREEMENT; NOTICES

This Appendix may be modified at any time with the mutual written consent of the Parties.

1. The Term.

This Master Agreement and the Appendices attached hereto will become effective as of the Effective Date. This Master Agreement will remain in effect for approximately five (5) years and expire on **Month day, year** (the "Termination Date") unless extended or unless otherwise terminated or cancelled as set forth in the Master Agreement (the "Initial Term"). This Master Agreement may be renewed at any time by the mutual written consent of the Parties (each a "Renewal Term") unless this Master Agreement is terminated as set forth herein. The Initial Term together with all Renewal Terms exercised are hereinafter collectively referred to as the "Term."

2. Addresses for Notices.

a. If to CCOG:

The Cooperative Council of Governments, Inc.
Attn: Board President
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002

b. If to Winning Supplier:

Britespan Building Systems Inc.
Attn: Mike Wimmer
Managing Director of U.S. Sales
425 Orbiting Drive, Suite A
Mosinee, WI 54455

and with copy to:

Britespan Building Systems Inc.
Attn: Steve Burke
Vice President of Finance
688 Josephine Street
Wingham, Ontario, Canada N0G 2W0

c. If to EQUALIS:

Equalis Group, Ltd.
Attn: Eric Merkle, SVP
5550 Granite Parkway, Suite 298
Plano, Texas 75024

APPENDIX B: PRODUCTS & SERVICES; PRICING

The following terms and conditions will apply to any purchase or utilization of the Products & Services from Winning Supplier. This Appendix may be modified at any time with the mutual written consent of Winning Supplier and Equalis.

1. Products & Services

To be completed following contract award to Winning Supplier based on Winning Supplier's RFP response and subsequent negotiations.

The definition of Products & Services may be amended from time to time upon the mutual written agreement of Winning Supplier and Equalis.

2. Pricing for Products & Services

To be completed following contract award to Winning Supplier based on Winning Supplier's RFP response and subsequent negotiations.

3. Price Adjustments

To be completed following contract award to Winning Supplier based on Winning Supplier's RFP response and subsequent negotiations, if applicable.

THIS ADMINISTRATION AGREEMENT (this "**Agreement**"), effective as of **Month Day, Year** (the "**Effective Date**"), is entered into by and between **Britespan Building Systems Inc., an Ontario, Canada** corporation with its principal place of business at **688 Josephine Street, Wingham, Ontario, Canada N0G 2W0** ("**Winning Supplier**") and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5550 Granite Parkway, Suite 298, Plano, Texas 75024 ("**Equalis**"). Throughout this Agreement, Winning Supplier and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

SECTION 1. RECITALS

- A. The Cooperative Council of Governments, Inc. ("**CCOG**") serves as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring master group purchasing agreements for products and services to be made available to Equalis Group members ("**Equalis Group Member**" or "**Member**").
- B. CCOG issued request for proposal ("**RFP**") #**Number** dated **Month Day, Year** for contracting on behalf of Equalis Group Members for **definition of products and services solicited in the RFP** ("**Products & Services**") and awarded a contract to Winning Supplier.
- C. CCOG, Equalis, and Winning Supplier entered into that certain master group purchasing agreement (the "**Master Agreement**") #**contract number** effective as of **Month Day, Year** to provide Products & Services to Equalis Group Members.
- D. Equalis serves as the Contract Administrator of the Master Agreement on behalf of CCOG.
- E. Equalis actively promotes Master Agreements to current and prospective Equalis Group Members (collectively "**Prospective Participants**") through a range of marketing, prospecting, and sales strategies, including, but not limited to, marketing and sales collateral development, direct mail, web marketing, electronic communications, attendance at events, Winning Supplier sales representative training, and Winning Supplier field sales support (collectively, "**Equalis Services**") as more fully defined in **Appendix B**.
- F. Any Prospective Participant who purchases Products & Services from Winning Supplier subject to the Master Agreement shall be considered a "**Program Participant**".
- G. Winning Supplier desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

SECTION 2. BUSINESS TERMS

2.1. **Defined Terms.** Any capitalized terms contained herein not defined in this Agreement shall have the same meaning as defined in the Master Agreement.

2.2. **Appendices.** Winning Supplier agrees to provide Products & Services to Program Participants as may be agreed to by the Parties in accordance with the specific terms and conditions set forth in the Master Agreement, this Agreement, and the appendices attached hereto and made a part of this Agreement (if one, an "**Appendix**" or more, "**Appendices**").

- (i) **Appendix A** defines Winning Supplier's reporting requirements.
- (ii) **Appendix B** sets forth the roles and responsibilities of the Parties.

(iii) Appendix C defines the financial terms between the Parties.

2.3. Terms in Appendices. In all cases where the terms of this Agreement and any Appendices disagree, the terms in the Appendix shall control.

2.4. Publicity & Joint Marketing.

(a) Publicity. A Party may only issue press releases or other public announcements with respect to this Agreement with the prior, written consent of the other Party.

(b) Joint Marketing / Logo & Name Use. Winning Supplier authorizes Equalis to use Winning Supplier's trademarks, names, and logos as provided by Winning Supplier to Equalis. Equalis authorizes Winning Supplier to use Equalis' trademarks, names, and logos as provided by Equalis to Winning Supplier. Each Party's use of the other Party's trademarks, names, and logos will be limited to standard communication, including correspondence, newsletters, and website material, and joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials promoting the Products & Services pursuant to the Master Agreement and this Agreement. Notwithstanding the foregoing, the Parties understand and agree that except as provided herein, neither Party shall have any right, title, or interest in the other Party's trademarks, names, and logos. Upon termination of this Agreement, each Party shall immediately cease use of the other Party's trademarks, names, and logos.

SECTION 3. TERMS & CONDITIONS

3.1. Independent Contractors. In the performance of this Agreement, Winning Supplier shall be an independent contractor to Equalis, and shall not be or act as, or be deemed to otherwise be an agent, employee, or representative of Equalis or any Member. Equalis shall be independent contractor to Winning Supplier, and shall not be or act as, or be deemed to be an agent, employee, or representative of Winning Supplier. Winning Supplier's employees will not be deemed to be Equalis employees or employees of any Member. Equalis employees will not be deemed to be Winning Supplier's employees. Nothing contained in this Agreement or an Appendix may be construed to be inconsistent with that relationship or status. Neither Party exercises direct control or supervision over the employees of the other Party and, in fact, each Party disavows any right to do so, and no Party in any way directs the operations of the other Party or the manner of the other Party's performance. No partnership, joint venture, or other relationship between the Parties or any Member is created hereby.

3.2. Express Limitation of Equalis Liability. With respect to any purchases of Products & Services by CCOG or any Program Participant pursuant to the Master Agreement, Equalis shall not be: (i) construed as a dealer, re-marketer, representative, partner, or agent of any type of the Winning Supplier, CCOG, or any Program Participant; (ii) obligated by, liable for, or in any way responsible for any order of Products & Services made by CCOG or any Program Participant or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Products & Services; and (iii) obligated by, liable for, or in any way responsible for any failure by CCOG or any Program Participant to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase Products & Services under the Master Agreement. Equalis makes no representation or guaranty with respect to any minimum purchases by CCOG or any Program Participant, whether individually or collectively, or any employee thereof under this Agreement or the Master Agreement. The terms of this section shall survive the termination of this Agreement.

3.3. Term & Termination. The Term of this Agreement is the same as the Term of the Master Agreement. This Agreement shall only be terminated, and shall be terminated, if and when the Master Agreement is terminated. Upon termination of the Master Agreement for any reason, Winning Supplier shall continue making Administrative Fee and other payments, as set forth in Appendix C, to Equalis that are generated by individual Program Participant's purchase of Products & Services for a period of either i) one (1) year from the date of termination, or ii) through the then current

expiration date of the Master Agreement, whichever is shorter, to the extent that Winning Supplier continues to generate revenue from each Program Participant's purchase of Products & Services following the termination of the Master Agreement.

3.4. **Audit of Winning Supplier.** Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants and payment of Administrative Fees to Equalis, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

3.5. **Force Majeure.** This Agreement will be temporarily suspended during any period to the extent that either Party during that period is unable to carry out its obligations under this Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). Neither Party will have any liability to the other Party for a delay in performance nor failure to perform to the extent this Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Agreement.

3.6. **Notices.** All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the addresses set forth herein (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that day-to-day business communications, including notification of a change of address or revisions to any Appendix, may be made via electronic communication, including email.

3.7. **Addresses for Notices.** This section may be modified at any time by either Party providing the other Party with written Notice, including via email, of a change of address or addition or deletion to the individuals who will be copied on all Notices.

a. If to **Winning Supplier:**

and with copy to:

Britespan Building Systems Inc.
Attn: Mike Wimmer,
Managing Director of U.S. Sales
425 Orbiting Drive, Suite A
Mosinee, WIO 54455

Britespan Building Systems Inc.
Attn: Steve Burke
Vice President of Finance
688 Josephine Street
Wingham, Ontario, Canada N0G 2W0

b. If to **EQUALIS:**

Equalis Group LLC
Attn: Eric Merkle, SVP
5550 Granite Parkway, Suite 298
Plano, Texas 75024

3.8. **Waiver.** Other than the rights and obligations with respect to payment provided by this Agreement, waiver by either Party of or the failure of either Party hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Agreement by the other Party may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Agreement.

3.9. **Governing Law; Invalidity.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by either Party pursuant to this Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event either Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

3.10. **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Agreement, or any of the Appendices incorporated herein, shall be binding upon either Party unless set forth in a writing signed by authorized representatives of the Parties.

3.11. **Assignment.** This Agreement and the rights and obligations hereunder may not be assignable by either Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that either Party may assign its respective rights and obligations under this Agreement without the consent of the other Party in the event either Party shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Agreement may be extended to additional entities affiliated with either Party upon the agreement of the other Party. No such extension will relieve the extending Party of its rights and obligations under this Agreement.

3.12. **No Third-Party Beneficiaries; Survival of Representations.** This Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Agreement, in whole or in part.

3.13. **Entire Agreement.** The Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Agreement, and any ambiguity may not be construed for or against any Party.

3.14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

3.15. **Titles, Headings & Recitals.** The Preamble to this Agreement is hereby incorporated herein and made part of this Agreement. The Recitals stated within this Agreement are deemed to be a part of this Agreement. The titles and headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

WINNING SUPPLIER

By: _____
Name: Steve Burke
As: Vice President of Finance
Date: _____

EQUALIS GROUP LLC

By: _____
Name: Stephen M. Hull
As: CEO
Date: _____

APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS

This Appendix may be modified at any time with the mutual written consent of the Parties, including via email.

Winning Supplier shall electronically provide Equalis with a detailed line item monthly report showing the dollar volume of all member Products & Services sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis offices at Reporting@EqualisGroup.org. Reports are due on the **fifteenth (15th)** day after the end of the previous month. It is the responsibility of Winning Supplier to collect and compile all sales under the Master Agreement from Program Participants and submit one (1) monthly report. Fields below marked as *required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Product Category level 2 (Where available or applicable)
	Product Category level 3 (Where available or applicable)
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3
Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required
	Admin Fee % *required
	Admin Fee \$ *required

APPENDIX B: ROLES & RESPONSIBILITIES

This Appendix defines the roles and responsibilities of Equalis and Winning Supplier under this Agreement. This Appendix may be modified at any time with the mutual written consent of the Parties, including via email.

1. Equalis Services.

- 1.1. Winning Supplier Sales Representative Training. Equalis will develop, as appropriate and subject to Winning Supplier approval, various sales training materials, sales tools, and marketing collateral to promote the Master Agreement and Winning Supplier's Products & Services. Equalis, as appropriate, will i) conduct periodic sales trainings with Winning Supplier sales representatives assigned to sell Products & Services, ii) provide sales representatives with marketing collateral and sales tools to utilize with sales prospects, with particular focus on the procurement process that led to the establishment of the Master Agreement, the legal ability for sales prospects in any state to purchase Products & Services through the Master Agreement without having to conduct their own bid or RFP process, and the key differentiators in the design of this program with Winning Supplier, and iii) attend at least one Winning Supplier company-wide sales and/or leadership meeting per year.
- 1.2. Sales Support. Equalis will engage in Winning Supplier sales efforts as agreed by the Parties through participating in i) individual sales calls, ii) joint sales calls, iii) communications and customer service, iv) discussions and communication with sales prospects during the sales process to address questions relating to the procurement process, legal authority to purchase through the Master Agreement, and program design, v) trainings for Equalis Members' teams, vi) regular business reviews to monitor Program success, and vii) general contract administration.
- 1.3. Marketing. Equalis will incorporate information about the Products & Services into Equalis Group's website and general collateral materials. Equalis and Winning Supplier will jointly develop and approve marketing materials to promote Products & Services, such as website content, brochures and collateral, talking points, press releases, and correspondence. Equalis will market the Products & Services to Prospective Participants as part of Equalis' ongoing marketing activities through Equalis Group; these marketing efforts may consist of a combination of i) general marketing of all of Equalis Group's master group purchasing agreements, including the Master Agreement and Winning Supplier's Products & Services, ii) marketing of Winning Supplier's Products & Services specifically and/or as part of a package of selected master group purchasing agreements to targeted Prospective Participants, and iii) attending trade shows, conferences, and meetings.

2. Winning Supplier Roles & Responsibilities.

As a condition to Winning Supplier entering into the Master Agreement, which is available to all Public Sector Entities, Winning Supplier must make certain representations, warranties, and covenants to Equalis designed to ensure the success of the Master Agreement for all Prospective Participants, sales prospects, and Winning Supplier.

- 2.1. Equalis Group Membership Agreement. In conjunction with the provision of Customer Agreements to Prospective Participants and/or initiating the sale of Products & Services to Prospective Participants not required to enter into Customer Agreements, Winning Supplier will provide the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement (whether in hard copy, electronically, or via www.EqualisGroup.org) and encourage any Prospective Participants subject to the Master Agreement who have not already joined Equalis Group to join Equalis Group in conjunction with executing Winning Supplier's Customer Agreements and/or beginning to purchase Products & Services from Winning Supplier to ensure that Winning Supplier and each Program Participant are in full compliance with applicable state procurement statutes.

- 2.2. **Corporate Commitment.** Winning Supplier commits that i) the Master Agreement has received all necessary corporate authorizations and support of Winning Supplier's executive management, ii) the Master Agreement will be promoted to Public Sector Entities in the geographies defined in the Master Agreement, including any existing customers, and Winning Supplier will transition existing customers, upon their request, to the Master Agreement, and iii) Winning Supplier will identify an executive corporate sponsor and a separate national account manager that will be responsible for the overall management of the Master Agreement and this Agreement.
- 2.3. **Sales Commitment.** Winning Supplier commits to aggressively market the Master Agreement as a market strategy in the public sector and that its sales force will be trained, engaged, and committed to offering the Master Agreement to Public Sector Entities through Equalis Group in the geographies defined in the Master Agreement. Winning Supplier commits that all sales under the Master Agreement will be accurately and timely reported to Equalis. Winning Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Program Participants under the Master Agreement in a consistent or better manner compared to sales to Public Sector Entities if Winning Supplier were not awarded the Master Agreement. Supplier will make available to interested Prospective Participants such price lists or quotes as may be necessary for such Prospective Participants to evaluate potential purchases of Products & Services under the Master Agreement.
- 2.4. **Marketing Commitment.** Winning Supplier commits to work with Equalis to develop a sales and marketing plan ("Plan") within the first ninety (90) days of the Master Agreement Effective Date. The Plan may include, but is not limited to, the following:
- 2.4.1. Issuing co-branded press release
 - 2.4.2. Publishing Master Agreement details and contact information on both Equalis Group and Winning Supplier's websites
 - 2.4.3. Scheduling and holding training on the Master Agreement for the sales teams of both Equalis Group and Winning Supplier
 - 2.4.4. Jointly participating in national and regional conferences
 - 2.4.5. Jointly attending national and regional Equalis Group Member networking events
 - 2.4.6. Designing, publishing, and distributing co-branded marketing materials
 - 2.4.7. Engaging in ongoing marketing and promotion of the Master Agreement for the entire Term of the Master Agreement (e.g., developing and presenting case studies, collateral pieces, and presentations)

APPENDIX C: FINANCIAL TERMS

This Appendix may be modified at any time with the mutual written consent of the Parties.

1. Administrative Fee.

On or before the fifteenth (15th) of each month, Winning Supplier shall remit to Equalis an administrative fee payment (the "**Administrative Fee**") of **two percent (2%)** of the total Winning Supplier revenue (the "**Equalis Group Spend**" or "**Spend**") invoiced to **and fully paid by** Program Participants during the prior calendar month. "Spend" shall mean the cumulative purchases of Products & Services by Program Participants under the Master Agreement net of taxes, shipping costs, returns, and credits. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.

2. Case-by-Case Administrative Fee Adjustments.

The Parties understand and acknowledge that Winning Supplier may have to provide aggressive deviated pricing on a case-by-case basis to win certain opportunities with Prospective Participants when those opportunities represent a sufficiently large Spend and/or are highly competitive. In such situations, Winning Supplier may request Equalis accept a reduced Administrative Fee. The Parties agree to evaluate each such situation as it arises and utilize best efforts to establish an adjusted Administrative Fee rate upon mutual written agreement (including via email) of the Parties.

3. Rebates or Other Payments.

With the discount structure set up as it is, we do not have any room to offer any other discounts or rebates.