

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: CLEARSPAN FABRIC STRUCTURES
INTERNATIONAL, INC.
1395 JOHN FITCH BOULEVARD
SOUTH WINDSOR, CONNECTICUT
06095

DATE ISSUED:
CONTRACT NO:
CONTRACT TITLE:

7/14/2020
20-271-R
PLAYGROUND STRUCTURES

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 20-271-R including any attachments or amendments thereto.

EFFECTIVE DATE: IMMEDIATELY
EXPIRES: 4/14/2021
RENEWALS: NONE
COMMODITY CODE(S): 98161
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 20-271-R

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: BRAD WILLIAMS

VENDOR TEL. NO.:

(800) 603-4445 x 1241

EMAIL ADDRESS: BWILLIAMS@CLEARSPAN.COM

COUNTY CONTACT: AARON WOHLER (DPR-P&D)

COUNTY TEL. NO.:

(703) 228-7928

COUNTY CONTACT EMAIL: AWOHLER@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Lucas Alexander

Title PROCUREMENT OFFICER

Date 7/14/2020

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 20-271-R

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Clearspan Fabric Structures International, Inc. ("Contractor"), a Connecticut corporation with a place of business at 1395 John Fitch Boulevard, South Windsor, Connecticut 06095 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A – Sourcewell Contract #030117-CSS, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Sourcewell and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Sourcewell. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than April 14, 2021 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to furnish playground structures.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be

necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

9. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Brad Williams
Clearspan Fabric Structures International, Inc.
1395 John Fitch Boulevard
South Windsor, Connecticut 06074

TO THE COUNTY:

Aaron Wohler, Project Officer
Arlington County Government
2100 Clarendon Boulevard, Suite 414
Arlington, VA 22201

AND

Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

10. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

11. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CLEARSPAN FABRIC STRUCTURES INTERNATIONAL, INC.

AUTHORIZED
SIGNATURE: Lucas Alexander

NAME: LUCAS ALEXANDER
TITLE: PROCUREMENT OFFICER

DATE: 7/1/2020

AUTHORIZED
SIGNATURE: Matt Nauria

NAME AND
TITLE: Matt Nauria, Vice President

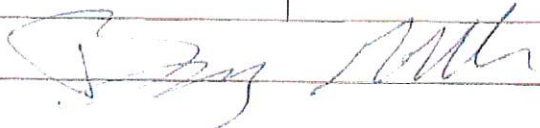
DATE: 7/1/2020

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**

Company Name: ClearSpan Fabric Structures

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
Pg 25 Section 7.5	On Pg 25 section 7.5 the conditions state that we must provide performance bonds if requested by a member.	ClearSpan will provide performance bonds if requested by NJPA or a NJPA Member. however, the cost of the performance bond will be passed on to the customer. A performance bond calculator has been included in the excel pricing document under the tab 'bond fees'	See below.
Pg 26 Section 7.11	On pg 26 section 7.11 the documentation states that trade-ins will be negotiated between NJPA and the awarded vendor.	Trade Ins will not be accepted by ClearSpan as all structures are made to order for NJPA customers	Accepted.
Pg 29 Section 8.21	On Pg 29 section 8.21 it states " the vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the vendor conducts with NJPA and NJPA members."	ClearSpan is a company that sells nationally, in all 50 states from our Connecticut and Iowa locations. Typically it is the responsibility of our clients to obtain all relevant permits for their projects. Many of our clients also do not require local and/or contractor licenses to perform installations. Upon request ClearSpan has historically obtained the necessary business and/or contractor licenses needed to perform installation services from the local AHJ (authority having jurisdiction).	Acknowledged.

Proposer's Signature:  Date: 2/23/2017

NJPA's clarification on exceptions listed above:

7.5: Member requests under this Section 7.5 shall be negotiated between Member and Vendor at the purchase order level.



Contract Award
RFP #030117

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

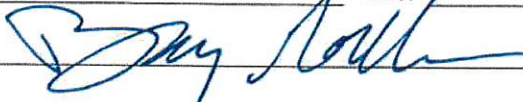
Clearspan Fabric Structures International, Inc.(CSFSI)

Company Name: _____ Date: 2/23/2017

Company Address: 1395 John Fitch Blvd

City: South Windsor State: CT Zip: 06074

Contact Person: Brad Williams Title: Municipal Truss Arch Specialist

Authorized Signature:  Barry Goldsher
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)


NJPA Contract #: 030117-CSS

Proposer's full legal name: ClearSpan Fabric Structures International, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be April 14, 2017 and will expire on April 14, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coavette
(NAME PRINTED OR TYPED)

Awarded on April 14, 2017

NJPA Contract # 030117-CSS

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Clearspan fabric Structures International Inc.

Authorized Signatory's Title President



VENDOR AUTHORIZED SIGNATURE

Barry Goldsher

(NAME PRINTED OR TYPED)

Executed on April 14, 2017

NJPA Contract # 030117-CSS

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

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

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Cleaspan Fabric Structures International, Inc. (CSFSI)

Address: 1395 John Fitch Blvd

City/State/Zip: South Windsor, CT, 06074

Telephone Number: 860-760-0046

E-mail Address: bwilliams@clearspan.com

Authorized Signature: 

Authorized Name (printed): Barry Goldsher

Title: President

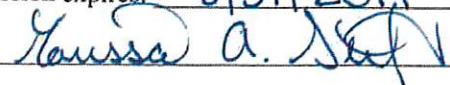
Date: 2/23/2017

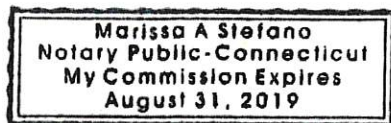
Notarized

Subscribed and sworn to before me this 23 day of Feb, 20 17

Notary Public in and for the County of Hartford State of CT

My commission expires: 8/31/2019

Signature: 





Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Barry Goldsher

Questionnaire completed by: Matt Niaura

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

ClearSpan Fabric Structures strives to make the purchasing process as simple as possible for all Municipal customers. Accordingly, CSFSI will offer net 20 terms to all NJPA members.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.

No, ClearSpan Fabric Structures does not provide leasing or financing options at this time.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

All orders would be placed with ClearSpan Fabric Structures directly, through a dedicated NJPA team. All order history and documentation would be stored and readily accessible in our billing system. With these tools in place, ClearSpan will be able to record all NJPA transactions, and furnish said reports quarterly to NJPA.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes, ClearSpan Fabric Structures does accept the P-card procurement and payment process. There are no additional charges associated with the use of this process.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Yes, the warranties for Fabric Structures being sold and distributed through ClearSpan Fabric Structures cover all products, parts and labor.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

The restrictions included in the warranty documentation are clearly outlined in our standard warranty. Please read the included warranty documentation for specifics.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Yes, if ClearSpan Fabric Structures installation services were purchased, the expense of the technicians' travel time and mileage are covered during the labor warranty coverage period. Please see the attached labor warranty documentation.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs?

No, there are no geographic regions of the United States in which ClearSpan Fabric Structures cannot provide a technician to perform warranty repairs.

- How will NJPA Members in these regions be provided service for warranty repair?

ClearSpan Fabric Structures prides itself on providing the best possible customer service. ClearSpan Fabric Structures has an on-site customer service team available Monday-Saturday to handle any customer service or warranty related claims. CSFSI's customer service team will coordinate with the Construction Services Group to problem solve and schedule any warranty repair.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Warranty service for items made by other manufacturers that are a part of this proposal are passed to the original manufacturer.

- What are your proposed exchange and return programs and policies?

The structures offered in ClearSpan Fabric Structures proposal are typically custom in nature and cannot be returned.

- 6) Describe any service contract options for the items included in your proposal.

N/A

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

ClearSpan's proposal includes a distinguished line of building solutions that are manufactured using the highest-quality materials, ensuring that customers are provided with a structure that is durable and dependable. ClearSpan supplies the perfect building solution by creating a one-stop shopping experience with everything needed to maintain a fully functional building. The included proposal also includes ClearSpan's installation services.

With many design options available, there is a structure for any government application that can be tailored to even the most specific needs. ClearSpan provides economical foundation options, quick construction timelines, as well as turnkey and design-build solutions, creating budget-friendly structures in a fraction of the time it takes to build traditional wood or red iron buildings, making them the ideal option for governments and municipalities.

The structures distributed by ClearSpan Fabric Structures include frames that are built with USA-made, triple-galvanized structural steel that is corrosion resistant and feature an industry leading 50 year warranty. ClearSpan buildings can be engineered to meet any state and local building requirements.

The structures distributed by ClearSpan Fabric Structures include covers featuring an industry leading warranty. ClearSpan buildings can be temporary or permanent and provide an option that can be quickly and easily relocated or expanded upon. Local governments with long-term construction projects can benefit from ClearSpan's transportability, and use the same building for many different projects.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

ClearSpan Fabric Structures has provided the NJPA Review Board with a "Line-Item Pricing" schedule (see attached Excel Sheet). On the excel sheet you will see a breakdown of all included item SKUS, a brief description of each part, ClearSpan Fabric Structures Published Retail Price, as well as the discounted NJPA Price. ClearSpan is presenting this proposal with the understanding that the proposed NJPA pricing included in this proposal is the ceiling pricing. At no time will ClearSpan offer products or services under this contract at prices above the ceiling price unless a specific request has been made, and approved by NJPA in advance to modify the contracted pricing. Product and service categories included in the proposal are: doors, anchors, ventilation, lighting, freight, installation services, engineering services, structures, restocking fees on standard stock items, bond fees, and trade in specifications (please see tabs along the bottom of the included Excel sheet.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Pricing included in this proposal ranges from 8% off MSRP to 20% off of MSRP depending on the product/service offering. Doors, Anchors, Ventilation, and Lighting average about 15% off MSRP pricing. All installation services are 15% off MSRP pricing, all engineering services are 20% off MSRP, and all structures are 10% off MSRP. ClearSpan Fabric Structures also works with numerous trucking companies to offer the lowest possible shipping costs.

- 10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☒ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

The pricing included in this proposal is the best pricing ClearSpan offers municipalities, universities or school districts. There is a possibility that ClearSpan may be able to offer additional volume discounts above and beyond NJPA member pricing on a case by case basis. ClearSpan does not have an established volume discount as it is atypical for ClearSpan to provide more than one structure at a time to a municipal client.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

ClearSpan Fabric Structures will provide a quote per request for all "sourced" products or related services that will be integrated into the ClearSpan structure.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

In the event that an NJPA member requires ClearSpan to collect State or local sales tax, an additional fee would apply. All other acquisition costs are included on the provided excel sheet.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

ClearSpan Fabric Structure's shipping charges are based on a per truck, per mile fee from the ESAPCO manufacturing facility in Dyersville, Iowa. In the pricing spreadsheet included in this package you will see a rate per mile charge broken out per state (under the freight tab.) ClearSpan Fabric Structures will ship anywhere in the United States, and US Territories. Shipments to Alaska, Hawaii, Canada and US Territories will be priced on a case by case basis based on current carrier rates for overseas shipping containers.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

In order to provide the best possible shipping rates for NJPA members, shipments to Alaska, Hawaii, Canada, and any offshore delivery will be priced on a case by case basis base on current carrier rates for overseas shipping containers.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

N/A

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

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

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

ClearSpan Fabric Structures will pay NJPA an administrative fee of 2% under this contract.

Industry-Specific Questions

- 19) Of the following main categories, identify those in which you provide solutions: playground, recreation, aquatic/beach, and/or ice arena.

ClearSpan Fabric Structures commonly provides solutions for the playground, recreation, aquatic/beach and ice arena categories (all of the above). Some examples of previous projects include: baseball/softball training facilities, indoor soccer and football fields, covered tennis courts, indoor skate parks, covered event spaces, golf training facilities, shade structures, and indoor hockey arenas. In addition to the above listed applications, ClearSpan Fabric Structures frequently provides buildings for municipal parks and rec departments for the purpose of equipment storage and maintenance facilities.

- 20) If your RFP offering better fits within a sub-category not identified in the preceding question, identify the subcategory using the list provided in the scope section of this RFP (Sec. 3.17.1.1).

N/A

- 21) Rank any subcategories you fit into (e.g., 1-5) based on how strongly you are positioned within each.

The subcategories that best describe ClearSpan Fabric Structures are as follows:

- 1- Shelters
- 2- Prefabricated Buildings
- 3- Recreation

- 22) Specifically describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.

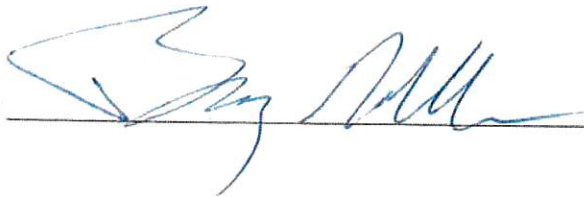
ClearSpan Fabric Structures has a unique value proposition for the Parks and Recreation Industry in that CSFSI is the lead manufacturer of fabric structures. ClearSpan offers a more economical solution than conventional wood, and/or steel structures, and a solution that can be manufactured and installed in a fraction of the time. Many of the proposed applications, particularly sporting arenas, enjoy the cathedral ceilings ClearSpan structures offer, as well

as the light, airy environment the fabric creates. ClearSpan's structures typically eliminate the need for artificial lighting, and provide the additional interior clearance necessary for athletic events. ClearSpan also offers a unique foundation solution that eliminates the need for concrete in many applications.

- 23) Describe any serviceability attributes that your offered solutions contain. Please indicate which of these attributes are considered "industry-expected attributes" and which you believe are "vendor differentiators."

Vendor Differentiator: There are many qualities that set ClearSpan Fabric Structures apart from other fabric structures. When you choose ClearSpan you are getting the highest quality steel and fabric available, an industry-leading 20-year warranty on covers and a 50-year warranty on frames, and a personal Truss Arch Specialist devoted to fulfilling your application needs. The customer works directly with the manufacturer from the product design phase through installation. ClearSpan's dedication to providing a superior quality building at an economical price and unequalled customer service is what makes us the best choice for any fabric structure application. Due to the fact that ClearSpan Fabric Structures and ESAPCO are sister companies, and NJPA members work directly with ESAPCO's distributor (CSFSI), NJPA members will receive the highest level of accountability.

Signature: _____



Date: _____

2/23/2017