

**Solicitation Number: RFP#091719****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Hussey Seating Company**, 38 Dyer Street Ext., North Berwick, ME 03906 (Vendor).

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

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

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 3, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

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

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

## **11. LIABILITY**

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

## **12. AUDITS**

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

## **13. GOVERNMENT DATA PRACTICES**

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

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

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

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

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

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

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

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

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

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

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

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

#### **18. SEVERABILITY**

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

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

## **19. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## **20. INSURANCE**

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

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

## **21. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **24. CANCELLATION**

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

Sourcewell  
DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 11/22/2019 | 8:21 PM CST

Hussey Seating Company  
DocuSigned by:  
By: Ron Bilodeau  
D78FF8904F394C6...  
Ron Bilodeau  
Title: Marketing & Product Manager  
Date: 11/26/2019 | 9:16 AM CST

Approved:  
DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 11/22/2019 | 8:28 PM CST



Category	Product Description										Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price
Recessed w/ Delayed Action Application	MAXAM 26	Recessed w/ Delayed Action	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	1600 - 2000 Seats	Non Union	Per Gross Seat	\$ 359.56	40.0%	\$ 215.73
Recessed w/ Delayed Action Application	MAXAM 26	Recessed w/ Delayed Action	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	2000 - 2400 Seats	Non Union	Per Gross Seat	\$ 356.58	40.0%	\$ 213.95
Recessed w/ Delayed Action Application	MAXAM 26	Recessed w/ Delayed Action	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	2400 - 3000 Seats	Non Union	Per Gross Seat	\$ 353.60	40.0%	\$ 212.16
Recessed w/ Delayed Action Application	MAXAM 26	Recessed w/ Delayed Action	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	000 - 400 Seats	Prevailing W	Per Gross Seat	\$ 410.07	40.0%	\$ 246.04
Recessed w/ Delayed Action Application	MAXAM 26	Recessed w/ Delayed Action	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	400 - 800 Seats	Prevailing W	Per Gross Seat	\$ 407.09	40.0%	\$ 244.25
Recessed w/ Delayed Action Application	MAXAM 26	Recessed w/ Delayed Action	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	800 - 1200 Seats	Prevailing W	Per Gross Seat	\$ 404.13	40.0%	\$ 242.48
Recessed w/ Delayed Action Application	MAXAM 26	Recessed w/ Delayed Action	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	1200 - 1600 Seats	Prevailing W	Per Gross Seat	\$ 404.13	40.0%	\$ 242.48
Recessed w/ Delayed Action Application	MAXAM 26	Recessed w/ Delayed Action	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	1600 - 2000 Seats	Prevailing W	Per Gross Seat	\$ 398.18	40.0%	\$ 238.91
Recessed w/ Delayed Action Application	MAXAM 26	Recessed w/ Delayed Action	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	2000 - 2400 Seats	Prevailing W	Per Gross Seat	\$ 395.22	40.0%	\$ 237.13
Recessed w/ Delayed Action Application	MAXAM 26	Recessed w/ Delayed Action	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	2400 - 3000 Seats	Prevailing W	Per Gross Seat	\$ 392.24	40.0%	\$ 235.34
Traveling [Portable] Application	MAXAM 26	Traveling [Portable]	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	000 - 400 Seats	Non Union	Per Gross Seat	\$ 530.62	40.0%	\$ 318.37
Traveling [Portable] Application	MAXAM 26	Traveling [Portable]	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	400 - 800 Seats	Non Union	Per Gross Seat	\$ 526.39	40.0%	\$ 315.83
Traveling [Portable] Application	MAXAM 26	Traveling [Portable]	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	800 - 1200 Seats	Non Union	Per Gross Seat	\$ 522.14	40.0%	\$ 313.28
Traveling [Portable] Application	MAXAM 26	Traveling [Portable]	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	1200 - 1600 Seats	Non Union	Per Gross Seat	\$ 517.88	40.0%	\$ 310.73
Traveling [Portable] Application	MAXAM 26	Traveling [Portable]	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	1600 - 2000 Seats	Non Union	Per Gross Seat	\$ 513.65	40.0%	\$ 308.19
Traveling [Portable] Application	MAXAM 26	Traveling [Portable]	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	2000 - 2400 Seats	Non Union	Per Gross Seat	\$ 509.40	40.0%	\$ 305.64
Traveling [Portable] Application	MAXAM 26	Traveling [Portable]	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	2400 - 3000 Seats	Non Union	Per Gross Seat	\$ 505.15	40.0%	\$ 303.09
Traveling [Portable] Application	MAXAM 26	Traveling [Portable]	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	000 - 400 Seats	Prevailing W	Per Gross Seat	\$ 585.81	40.0%	\$ 351.49
Traveling [Portable] Application	MAXAM 26	Traveling [Portable]	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	400 - 800 Seats	Prevailing W	Per Gross Seat	\$ 581.56	40.0%	\$ 348.93
Traveling [Portable] Application	MAXAM 26	Traveling [Portable]	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	800 - 1200 Seats	Prevailing W	Per Gross Seat	\$ 577.33	40.0%	\$ 346.40
Traveling [Portable] Application	MAXAM 26	Traveling [Portable]	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	1200 - 1600 Seats	Prevailing W	Per Gross Seat	\$ 577.33	40.0%	\$ 346.40
Traveling [Portable] Application	MAXAM 26	Traveling [Portable]	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	1600 - 2000 Seats	Prevailing W	Per Gross Seat	\$ 568.82	40.0%	\$ 341.29
Traveling [Portable] Application	MAXAM 26	Traveling [Portable]	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	2000 - 2400 Seats	Prevailing W	Per Gross Seat	\$ 564.59	40.0%	\$ 338.76
Traveling [Portable] Application	MAXAM 26	Traveling [Portable]	9.625R x 22", 24" or 26" Row Spacing	10" CourtSide Seat	Integral Power	End Rails	Classic UV Decking	10 Year Warranty	2400 - 3000 Seats	Prevailing W	Per Gross Seat	\$ 560.34	40.0%	\$ 336.20
Rise	ADD for 11 5/8" Rise										Per Gross Seat	\$ 3.54	40.0%	\$ 2.12
Rise	ADD for 16" Rise										Per Gross Seat	\$ 53.06	40.0%	\$ 31.84
System Operation	DEDUCT for Manual Operation:										Per Net Seat	\$ 27.06	40.0%	\$ 16.24
System Operation	ADD for Operating Handles:										Per Pair	\$ 209.28	40.0%	\$ 125.57
System Operation	ADD for Portable Power Assist:										Per Unit	\$ 18,798.98	40.0%	\$ 11,279.39
System Operation	ADD for Portable Power Assist Attachments:										Per Section	\$ 625.43	40.0%	\$ 375.26
System Operation	ADD for Motion Monitor:										Per Bank of Bleachers	\$ 731.27	40.0%	\$ 438.76
System Operation	ADD for Limit Switches:										Each	\$ 312.72	40.0%	\$ 187.63
System Operation	ADD for Wireless Operation:										Per Bank of Bleachers	\$ 1,943.64	40.0%	\$ 1,166.19
System Operation	ADD for Portable Dollies										Per Pair	\$ 15,667.02	40.0%	\$ 9,400.21
System Operation	ADD for Integral Dollies										Per Section	\$ 9,024.87	40.0%	\$ 5,414.92
Fillers & Cutouts	ADD for Column Cut Outs:										Per Coolum	\$ 315.12	40.0%	\$ 189.07
Fillers & Cutouts	ADD for Top Seat Flush Filler:										Per Linear Foot	\$ 28.87	40.0%	\$ 17.32
Fillers & Cutouts	ADD for Rear Deck Filler (6" to 22"):										Per Section	\$ 731.27	40.0%	\$ 438.76
Fillers & Cutouts	ADD for Rear Deck Filler (26" to 50"):										Per Section	\$ 3,131.96	40.0%	\$ 1,879.18
Rails	ADD for Rear Rails:										Per Linear Foot	\$ 105.84	40.0%	\$ 63.51
Rails	ADD for Self-storing End Rails (22", 24", 26" row spacing):										Per Rail	\$ 209.28	40.0%	\$ 125.57
Rails	ADD for Self-storing End Rails (30", 32", 33" row spacing):										Per Rail	\$ 250.17	40.0%	\$ 150.10
Rails	ADD for Removable End Rails (22", 24", 26" row spacing):										Per Rail	\$ 271.82	40.0%	\$ 163.09
Rails	ADD for Removable End Rails (30", 32", 33" row spacing):										Per Rail	\$ 312.72	40.0%	\$ 187.63
Rails	ADD for Powder Coated Rails (15 standard colors):										Per Rail	\$ 2,476.25	40.0%	\$ 1,485.75
Rear Panels	ADD for REAR PANELS- Polydeck:										Per Square Foot	\$ 27.07	40.0%	\$ 16.24
Rear Panels	ADD for Rear Panels- Plywood:										Per Square Foot	\$ 19.24	40.0%	\$ 11.55
Seating	ADD for MAXAM Plus Platform (30", 32", 33"):										Per Gross Seat	\$ 60.14	40.0%	\$ 36.08
Seating	ADD   Gallery 3 (Manual Operation)										Per Chair	\$ 566.00	40.0%	\$ 339.60
Seating	ADD   Gallery 3 (Lift-Assist Operation)										Per Chair	\$ 611.28	40.0%	\$ 366.77
Seating	ADD   Gallery 3 (Auto-Fold Operation)										Per Chair	\$ 676.37	40.0%	\$ 405.82
Seating	ADD for Metro Chairs (Manual Operation, polymer seat/back):										Per Chair	\$ 456.04	40.0%	\$ 273.63
Seating	ADD for Metro Chairs (Lift-Assist Operation, polymer seat/back):										Per Chair	\$ 501.15	40.0%	\$ 300.69
Seating	ADD for Metro Chairs (Auto-Fold Operation, polymer seat/back):										Per Chair	\$ 566.00	40.0%	\$ 339.60
Seating	ADD for Metro Padded Back & Seat:										Per Chair	\$ 122.78	40.0%	\$ 73.67
Seating	ADD for Metro Padded Back Only:										Per Chair	\$ 62.64	40.0%	\$ 37.59
Seating	ADD for Metro Upholstered Seat:										Per Chair	\$ 62.64	40.0%	\$ 37.59
Seating	ADD for Gallery 3 or Metro wood arm rests:										Per Arm Rest	\$ 8.77	40.0%	\$ 5.26
Seating	ADD for Gallery 3 or Metro armrests with cupholders:										Per Arm Rest	\$ 6.89	40.0%	\$ 4.13

# RFP091719 - Event Seating and Staging Solutions with Related Accessories and Services

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## Vendor Details

Company Name: Hussey Seating Company  
38 Dyer Street  
Address: North Berwick, ME 03906  
Contact: Ron Bilodeau  
Email: rbilodeau@husseyseating.com  
Phone: 207-676-2771 234  
HST#: 061032772

## Submission Details

Created On: Monday July 29, 2019 14:22:27  
Submitted On: Tuesday September 17, 2019 14:19:26  
Submitted By: Ron Bilodeau  
Email: rbilodeau@husseyseating.com  
Transaction #: 13755b4e-dd9a-401d-9095-ad4069749592  
Submitter's IP Address: 204.239.146.2

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## Specifications

### Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Hussey Seating Company	*
2	Proposer Address:	38 Dyer Street Ext, North Berwick, ME 03906 USA	*
3	Proposer website address:	www.husseyseating.com & www.clarinseating.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Ron Bilodeau, Marketing & Product Manager, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, rbilodeau@husseyseating.com, t.+1.207.676.2271 x 234, m+1.207.651.0045	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ron Bilodeau, Marketing & Product Manager, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, rbilodeau@husseyseating.com, t.+1.207.676.2271 x 234, m+1.207.651.0045	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Gary Merrill, CEO &amp; President, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, gmerrill@husseyseating.com, t.+1.207.676.2271 x 231</p> <p>Sean O'Leary, V.P. Sales &amp; Marketing, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, soleary@husseyseating.com, t.+1.207.676.2271 x 370</p> <p>Adam Pearson, Director of Sales, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, apearson@husseyseating.com, t.+1.207.676.2271 x 366</p> <p>Brian Deveaux, CFO, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, bdeveaux@husseyseating.com, t.+1.207.676.2271 x 299</p> <p>Lynn Spring, Controller, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, lspring@husseyseating.com, t.+1.207.676.2271 x 229</p> <p>Nick Hildings, Finance, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, nhildings@husseyseating.com, t.+1.207.676.2271 x 213</p>	

### Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>A sixth-generation family-owned business</p> <p>Founded in 1835, Hussey Seating Company is a world leader in developing and manufacturing spectator seating solutions, primarily for education and sports venues. Hussey products are located in more than seventy-five countries and are available from more than 120 representative dealerships around the world, some of whom have been offering the company's products for more than 50 years. Hussey manufactures globally and employs approximately 300 people, most located at it's North Berwick, Maine headquarters. In 2018, company sales were over \$100 million.</p> <p>Culture, Vision, and Values</p> <p>Hussey Seating Company is in the sixth and seventh generation of family ownership. We're a company that was built on innovation – William Hussey founded the company when he introduced a key improvement to the horse-drawn plow as a solution to help his customers, the local farmers, overcome one of their biggest challenges – the rocky soil here in New England.</p> <p>That core concept – understanding our customer's unique challenges and opportunities and developing solutions to meet them – is the key to our success to this very day.</p> <p>Today, we make seats for all sorts of audience venues, from high school gymnasiums to world-class stadiums, arenas, and convention centers. At our headquarters in North Berwick, Maine, USA as well as at our satellite facilities around the world, we've invested in state-of-the-art manufacturing capabilities. We make gym bleachers, telescopic platforms, fixed auditorium and stadium chairs, and portable folding chairs the safest, most reliable seating products you can buy, products that deliver exceptional value to our customers through years of demanding use.</p> <p>What sets us apart is our years of experience working with customers like you, experience that's taught us that each venue and each customer has a unique set of challenges, opportunities, and needs. With thousands of installations and millions of seats behind us, we know that understanding your needs and finding the solution that delivers the most value to you is still the recipe for success. We are ready to stand behind your product for the long haul. At Hussey Seating, we've been doing that for 184 years, and we always will.</p> <p>For years, our tagline has been "Your partner for seating solutions," and that sums up our approach well. We do our best work for you when we work collaboratively from design through installation, and then maintenance and service over the life of the product. A true partnership that realizes your vision, delivers value, and creates the best possible guest experience.</p> <p>At Hussey, the following core values guide our behavior:</p> <ol style="list-style-type: none"> <li>1. We are a family business in it for the long run</li> <li>2. We operate with honesty and integrity</li> <li>3. We care about the people we work with</li> </ol> <p>Global Reach and Locations</p> <p>Hussey has products on every continent, yes even a science center on Antarctica features Hussey products and has been selling overseas for more than 47 years. For a complete listing of our dealer locations and the entire Hussey story, visit our Web site at <a href="http://www.husseyseating.com">www.husseyseating.com</a></p>
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8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Hussey Seating will include the following product and services in the Sourcewell proposal.</p> <p><b>TELESCOPIC SEATING SOLUTIONS</b></p> <p><b>MAXAM™ TELESCOPIC GYM BLEACHER SEATING</b>  Maximize your floor space and your bleacher seating with Hussey Seating MAXAM telescopic bleachers. Equipped with Hussey Seating's innovative Flex-Row technology, MAXAM bleachers provide numerous lock-in bleacher seating layouts keep your indoor gymnasium accessible and in ADA compliance.</p> <p><b>MAXAM+™ TELESCOPIC Platform SEATING</b>  Designed and engineered to meet a wide variety of applications and venues, from school auditoriums to sports and entertainment arenas, MAXAM+ is ready to perform in the most demanding audience environments. With features like custom and variable rise, tapered sections, extruded aluminum decking, and our Metro™ folding platform chair, MAXAM+ won't disappoint.</p> <p><b>MXP™ TELESCOPIC PLATFORMS</b>  MXP™ Telescopic Platform delivers big-league performance when the pressure is on. Building on the heritage of our proven vertical frame construction, MXP Telescopic Platform seating delivers owners and operators maximum performance and reliability, ease of setup and operation, and the premium seating experience your customers demand.</p> <p><b>HUSSEY SEATWAY TELESCOPIC PLATFORM</b>  For "Black Box" auditoriums and theaters, combine the flexibility of retractable seating with the stylish aesthetics and comfortable seating of a Performing Arts space. Hussey Seatway retractable seating is completely customized for your performance space and tailored to your seating needs.  Fixed Seating Solutions</p> <p><b>FIXED SEATING SOLUTIONS</b></p> <p><b>QUATTRO® COLLECTION</b>  You need fixed auditorium seating that stands out. Choosing Quattro seating for your theater, lecture hall, school auditorium or performing arts venue charts the way to the extraordinary audience experience. A modular series of fixed auditorium seating options designed for many different auditoriums, you can precisely tailor Quattro fixed seats to your private or municipal venue.</p> <p><b>Quattro Traditional™ Collection</b>  The Quattro Traditional Collection brings back the classic look you enjoyed in the past with all of the comforts and ergonomic support today's market demands. Plus, every Quattro fixed auditorium seat is backed by the Hussey Seating limited lifetime warranty—the best in the business.</p> <p><b>Quattro Art Series</b>  There are an indisputable richness and warmth to wood finished seating that has always attracted the performing arts and theater markets, but the real desire has always been for customization. So we set out to give you something more by crafting attractive furniture-quality designs that delve far beyond traditional solutions. The entire theater experience is emotive, artistic, and dramatic, and your audience deserves the enhanced sightlines and acoustics that can only be found with the Quattro Art Series by Hussey Seating.</p> <p><b>STADIUM SEATING and PERMA-CAP bleacher covers and PERMA-PLANK replacement planks</b>  When you need a sports arena and stadium seating that works hard and plays hard, you need Hussey Seating Company stadium seating solutions. Whether you're upgrading battered bleachers with Perma-Cap and Perma-Plank vinyl bleacher covers or adding Hussey Seating stadium chairs to your world-class arena - you're getting the most reliable, durable and comfortable sports seats in the game, and we offer the best warranty in the industry.</p> <p><b>PORTABLE SEATING SOLUTIONS</b>  The Freedom to set up your facility in multiple configurations  The Clarin by Hussey Seating brand specializes in portable folding chairs that are durable, stylish, and comfortable. Whether you're creating VIP seating or modifying your facility for the next event, a Clarin by Hussey Seating folding chair or a MAXAM1 or MAXAM1XD portable bleacher. Your spectators get the best in portable seating comfort, while you benefit from a quality folding chair or portable bleacher that can handle your facility's heavy traffic.</p> <p><b>INSPECTIONS, PARTS, SERVICE &amp; MAINTENANCE PROGRAMS</b>  Standing Behind Our Seats: Repair, Parts, Inspections &amp; Safety Services from Hussey Seating  You chose Hussey Seating Company, the global leader in spectator seating solutions, for your facility. Now choose HusseyAdvantage and our Hussey Regional Service Centers for your telescopic platform and bleacher repair, telescopic and fixed seating parts, bleacher and telescopic platform inspections and bleacher safety services. Why? We have set the standard in our industry and exceeded our customer's expectations since 1835. At Hussey Seating, we know how to make things well — and how to make things last.</p>
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9	What are your company's expectations in the event of an award?	<p>Hussey's corporate expectations of an awarded contract</p> <ol style="list-style-type: none"> <li>1. Sales expectations are to achieve a minimum of 10% of annual corporate revenue via the Sourcewell awarded contract.</li> <li>2. All local dealer partnerships will promote and leverage the Sourcewell Procurement Contract as a purchasing vehicle of choice.</li> <li>3. All direct Hussey Seating Company sales representatives will promote and leverage the Sourcewell Procurement Contract as a primary purchasing vehicle of choice.</li> </ol>	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Hussey Seating Company has been in business for 184 years as a sixth-generation privately held family-owned and operated business and would like to leverage our past relationship and payment capabilities to NJPA / Sourcewell over the past ten years, as well we have uploaded a letter of credit for your review and use.	*
11	What is your US market share for the solutions that you are proposing?	<p>Our industry is comprised of many privately held companies, and market share is difficult to determine compared to many publicly held companies and industries. The following is our best estimate of market share by product line.</p> <p>TELESCOPIC SEATING SOLUTIONS</p> <p>MAXAM   45%</p> <p>MAXAM+   45%</p> <p>MXP   33%</p> <p>Hussey Seatway   33%</p> <p>FIXED SEATING SOLUTIONS</p> <p>QUATTRO® COLLECTION   33%</p> <p>QUATTRO® TRADITIONAL COLLECTION   33%</p> <p>STADIUM &amp; ARENA SEATING   33%</p> <p>PERMA-CAP &amp; PERMA-PLANK SEATING   45%</p> <p>PORTABLE SEATING SOLUTIONS</p> <p>Portable Clarin Chairs   50%</p> <p>MAXAM 1   33%</p> <p>MAXAM1XD   33%</p> <p>INSPECTIONS, PARTS, SERVICE &amp; MAINTENANCE PROGRAMS   50%</p>	*
12	What is your Canadian market share, if any?	<p>TELESCOPIC SEATING SOLUTIONS</p> <p>MAXAM   50%</p> <p>MAXAM+   50%</p> <p>MXP   33%</p> <p>Hussey Seatway   40%</p> <p>FIXED SEATING SOLUTIONS</p> <p>QUATTRO® COLLECTION   33%</p> <p>QUATTRO® TRADITIONAL COLLECTION   33%</p> <p>STADIUM &amp; ARENA SEATING   70%</p> <p>PERMA-CAP &amp; PERMA-PLANK SEATING   45%</p> <p>PORTABLE SEATING SOLUTIONS</p> <p>Portable Clarin Chairs   70%</p> <p>MAXAM 1   33%</p> <p>MAXAM1XD   33%</p> <p>INSPECTIONS, PARTS, SERVICE &amp; MAINTENANCE PROGRAMS   70%</p>	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Hussey Seating Company has never petitioned for bankruptcy protection.	*

14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Hussey Seating Company is a manufacturer and service provider of creative seating solution for the life of the products.</p> <p>Hussey Seating Company operates with multiple sales channels depending on the market, product lines, and services offered in the North American marketplace.</p> <p>Hussey Seating Direct Sales Team   Hussey Seating Employees Our direct sales team players are focused on the IAVM International Association of Venue Managers members who run the Global Sports and Entertainment facilities from stadiums, arenas, convention centers, fairgrounds, and performing arts facilities. We employ a team of 18 direct people to work with this market segment from concept to reality for the life of the product.</p> <p>Hussey Seating Exclusive Dealer Network   Independent Businesses We have dedicated Dealer Sales Managers, employees of Hussey Seating Company who work directly with our independent exclusive dealer network. Our exclusive dealer network has specified territories and provides local expert contact for every community in the North American marketplace.</p> <p>Our exclusive dealer network plays an important role with our customer base by being part of their local community, in each of their respective timezones, providing a realtime resource every day for the life cycle management of their projects and products. They are our local experts!</p> <p>Hussey Seating Open Line Representatives   Independent Businesses We also have independent open line dealer network for our Clarin Portable Chair Line with some exceptions. Our open line sales channel plays a key role in the College and University market segment, yet in some key states, we maintain Clain chair sales with our exclusive dealers.</p> <p>Out Open Line Dealers are managed by our Portable Sales Team at Hussey Seating.</p> <p>Hussey Seating Regional Service Centers   Direct &amp; Independent Businesses Hussey Seating Reginal Service Center are both direct [New England States] &amp; [IAVM Members identified above] and Exclusive Regional Service Centers.</p> <p>Our Exclusive Regional Service Centers network plays the same important role with our customer base. We achieved by being part of their local community, in each of their respective timezones, providing realtime inspections, service, and maintenance of their facilities every day for the life cycle management of their products to help ensure the performance of the systems, patron and employee safety for the life of the products.</p> <p>Hussey Seating Regional Service Centers provide service on all brand products in the marketplace.</p> <p>All of our sales channels can currently provide Sourcewell Members direct access to our awarded contract and would continue to do the same on any future awarded contracts.</p> <p>Our dealer network contact details   <a href="https://www.husseyseating.com/find-a-dealer/">https://www.husseyseating.com/find-a-dealer/</a></p>	*
15	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Hussey Seating Company is a registered Corporation in the State of Maine located at 38 Dyer Street Ext, North Berwick Maine 03906 USA.</p> <p>Hussey Seating Company also maintains it 's Federal ID.: 06-1032772 and Maine' s Sales Tax Exemption #199862.</p> <p>Hussey Seating current collects and files sales taxes in the following states: Arizona, California, Colorado, Connecticut, Florida, Georgia, Indiana, Iowa, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota , Mississippi, Nebraska, Nevada, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, and Washington.</p> <p>As well Hussey Seating Company also maintains contractors licenses for direct sales project use as required by local bid laws/requirements in the following states: Arkansas, California, Mississippi, Nevada, South Dakota, and Tennessee.</p> <p>There are no other specific licenses and or certificates required to be held to operate as a business in the State of Maine.</p>	*
16	<p>Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.</p>	<p>Not Applicable</p>	*

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Telescopic Seating Subcategory</p> <p>Access Ways   Vomitory</p> <p>Access Ways   Elephant Doors   Truck Entrances</p> <p>Access Ways   Transitions Steps / Stairways</p> <p>Access Ways   Player Tunnels</p> <p>ADA  Fixed Platforms</p> <p>ADA  Portable Platforms</p> <p>Media  TV Platforms</p> <p>Media  Broadcast Stations Work Centers</p>	*
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## Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>1. Hussey Seating Selected as a 2019 Best Places to Work in Maine</p> <p>North Berwick, Maine – Hussey Seating Company, was recently named as one of the 2019 Best Places to Work in Maine. The awards program was created in 2006 and is a project of the Society for Human Resource Management - Maine State Council (MESHRM) and Best Companies Group.</p> <p>"We are excited to earn the designation but find the real value in this survey is to understand our employees needs better. We have learned a great deal about what we're doing well on and where we need to improve," said Cindy Talbot, Director of Human Resources at Hussey Seating.</p> <p>President and CEO of Hussey Seating, Gary Merrill, continued with, "We will continue to work diligently to improve the Hussey Seating employee experience and plan to improve upon/expand the changes made this year but I for one am glad that the rest of the state can see what I see every day; that Hussey Seating IS one of the best places to work in Maine."</p> <p>This statewide survey and awards program was designed to identify, recognize and honor the best places of employment in Maine, to benefit the state's economy, its workforce and businesses. The 2019 Best Places to Work in Maine list is made up of 100 companies in three size categories: small (15-49 U.S. employees), medium (50-249 U.S. employees) and large (250+ U.S. employees).</p> <p>2. Changing Business &amp; Communities for the Better</p> <p>The Timothy B. Hussey Leadership Institute celebrates the extraordinary legacy of one of Maine's most esteemed business and community leaders. Tim Hussey's commitment to the principles of servant leadership helped shape the southern Maine community over his two decades as president and CEO of Hussey Seating Company, a 180-year-old family business. Tim demonstrated that leading with humility, integrity, and respect for others not only matters; it can lead to extraordinary results. Over 40 years, Tim helped Hussey Seating grow and thrive, while supporting numerous organizations and causes in his community. He lived his vision of leadership every day.</p> <p>Honoring Tim Hussey's Legacy</p> <p>Tim died prematurely in June 2016 after battling a rare form of cancer. It was his desire that the next generation of business and community leaders have the opportunity to consider the importance – indeed the imperative – of doing well and doing good.</p> <p>He envisioned an institute that would engage, educate and empower Maine leaders to "change the world" by conducting business in a way that is values-driven and good for the community. In March 2018, the University of Southern Maine Foundation collaborated with the Hussey-Landry family to realize this vision with the highly successful inaugural Timothy B. Hussey Leadership Institute.</p> <p>The How &amp; Why of Values-Driven Business</p> <p>Going forward, the Timothy B. Hussey Institute will serve as a convener of business and community leaders in Maine, who will come together annually on USM's Portland campus for a day-long conversation on how to build and maintain a values-driven business. The Institute will offer workshops, panel discussion, networking events and keynote addresses by renowned thought leaders.</p> <p>The Timothy B. Hussey Leadership Institute will engage, educate and empower a new generation of Maine business leaders to change the world by doing well and doing good.</p> <p><a href="https://usm.maine.edu/foundation/husseyinstitute">https://usm.maine.edu/foundation/husseyinstitute</a></p> <p>3. Hussey Seating Company Named Manufacturing Association of Maine's 2017 Manufacturer of the Year</p> <p>The Annual Summit was held in Lewiston on June 6, 2017</p> <p>North Berwick, ME - The Manufacturers Association of Maine named Hussey Seating Company the 2017 Manufacturer of the Year at the Manufacturer's Summit held June 6, 2017, at the Gendron Franco Center in Lewiston, ME. This year's Manufacturer of the Year award goes to a Maine organization who has made significant investments in people, capital, and community while focusing on custom solutions and creative approaches including robotics and automation.</p> <p>4. Kittredge Award</p>	*

		<p>The Elise Kittredge Award is an annual award given in recognition of a person, or persons, who through the exceptional contribution of time, talent and/or financial resources to United Way of York County has helped our organization improve the quality of life for the people of York County in a vital and enduring way. The Hussey Family   2016 Recipient of the Elise Kittredge Award   <a href="https://www.buildcommunity.org/kittredge-award">https://www.buildcommunity.org/kittredge-award</a></p> <p>5. Hussey Seating Continued Participation with the local community Southern Maine Chapter American Red Cross   BOD   Gary Merrill – Chair <a href="http://www.redcross.org/me/abo-ut-us/leadership">http://www.redcross.org/me/abo-ut-us/leadership</a></p> <p>United Way of York County   BOD   Jon Hussey - Chair <a href="http://www.buildcommunity.org/board-directors">http://www.buildcommunity.org/board-directors</a> United Way Silver Award 2018   <a href="https://www.journaltribune.com/articles/front-page/community-members-celebrate-during-united-way-campaign-finale/">https://www.journaltribune.com/articles/front-page/community-members-celebrate-during-united-way-campaign-finale/</a></p> <p>6. Hussey Seating Company and Rolling Thunder continue POW/MIA Chair of Honor Program <a href="https://www.indeonline.com/news/20190613/pow-mia-chair-to-stay-empty-at-tiger-stadium">https://www.indeonline.com/news/20190613/pow-mia-chair-to-stay-empty-at-tiger-stadium</a></p> <p>7. America's Oldest Family Companies - #43 1835   Hussey Corporation   Hussey family Seat mfg./North Berwick, Maine   Employees: 500   <a href="http://www.husseyseating.com">www.husseyseating.com</a></p> <p>The family arrived in New England from Ireland 1632; moved to Maine in 1770s. Company founded as plow manufacturer by William Hussey 183. Survived fire 1895; got into seating 1930s. Now makes seats for auditoriums, sports arenas, etc. Sixth generation ownership, privately held. <a href="http://www.cojoweb.com/ref-companies-Am-oldest.html">http://www.cojoweb.com/ref-companies-Am-oldest.html</a></p>	
19	What percentage of your sales are to the governmental sector in the past three years	10%	*
20	What percentage of your sales are to the education sector in the past three years	FY 2017   65% FY 2018   55% FY 2019   69%	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	ALABAMA FY 2017   \$998,000 FY 2018   \$1,487,000 FY 2019   \$853,000  ARKANSAS FY 2017   \$0.00 FY 2018   \$0.00 FY 2019   \$65,000  MISSISSIPPI FY 2017   \$0.00 FY 2018   \$0.00 FY 2019   \$47,000  AEPA FY2019   \$0.00	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Not Applicable	*

## References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Denny Sanford Premier Center - Sioux Falls, SD Owner: City of Sioux Falls	Contact: Jeff Gortmaker - Dir. Operations <a href="mailto:jeff.gormaker@premier-center.com">jeff.gormaker@premier-center.com</a>	605.367.7288	*
McKale Memorial Center - Tucson, AZ Owner: University of Arizona	Contact: Mike Hairgrove - Facilities Director / <a href="mailto:hairgrov@arizona.edu">hairgrov@arizona.edu</a>	520-235-9606	*
Enterprise Center - St. Louis, MO Owner: City of St. Louis	Contact: Scott Rahn - Project Manager / <a href="mailto:rahns@claycorp.com">rahns@claycorp.com</a>	314-452-4217	*

Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Platforms  Kansas City Convention Center, Kansas City, Mo	Government	Missouri - MO	Telescopic Platform Seating Solution MXP w/ Fixed and Telescopic Quattro Chairs	\$1,109,776	\$1,109,776	*
High Point University, High Point, NC	Education	North Carolina - NC	Telescopic Platform Seating Solution MXP w/ Fixed and Telescopic Quattro Chairs	\$2,623,951	\$2,623,951	*
University of Vermont - Arena, Burlington, VT	Education	Vermont - VT	Telescopic Platform Seating Solution MXP w/ Fixed and Telescopic Quattro Chairs	\$1,789,353	\$1,789,353	*
Broward College Omni Auditorium, Coconut Creek, Fl	Education	Florida - FL	Telescopic Platform Seating Solution MXP w/ Fixed and Telescopic Quattro Chairs	\$668,470	\$668,470	*
Huntington North High School, Huntington, In	Education	Indiana - IN	MAXAM26 11.625R 24RS 17T PFRF WO OD-10 REVERSE FOLD   7 Sections	\$576,032	\$576,032	*

Ability to Sell and Deliver Service Nationwide

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

Line Item	Question	Response *	
25	Sales force.	<p>Hussey Seating Company is organized to manage our Sourcewell Members Agency in accordance with their desired method of purchasing. If the member agency selects to purchase directly from Hussey Seating Company, we will leverage one of our direct sales teams.</p> <p>Our Major Project Direct Sales Team players are focused on the IAVM International Association of Venue Managers members who run the Global Sports and Entertainment facilities from stadiums, arenas, convention centers, fairgrounds, and performing arts facilities. We employ a team of 18 direct people to work with this market segment from concept to reality for the life of the product. Working collaboratively, we listen to the customers' desires, educate them on potential solutions, and work closely to execute their vision for their facility.</p> <p>We also maintain a complete Dealer Support Team with Dealer Sales Managers for management of our Exclusive Dealer Network and smaller direct sales opportunities.</p> <p>The majority of our sales teams is based out of our corporate office in North Berwick, Maine, yet we maintain a few satellite locations: Minneapolis, MN, Denver, CO, Kansas City, KS, Traverse City, MI, and Toronto, Canada to provide the best coverage for our North American &amp; US Territories customers.</p>	*

26	Dealer network or other distribution methods.	<p>Hussey Seating Company is organized to manage our Sourcewell Members Agency in accordance with their desired method of purchasing. If the member agency selects to purchase directly from a local Hussey Exclusive or Open Line Dealer Representative, we provide the following support to facilitate the desired purchasing process.</p> <p>Hussey Seating has Exclusive Dealers providing local coverage in all North American and US territories. Our dealers are part of the local communities and understand the goals and desires of their customers. Also, by being local, they can best provide guidance, education, and real-time support during and after the purchase of a product or service. Our dealers are committed to making sure every one of their/our customer's facilities is always event-ready when required, that is where local support and service plays a role in meeting and exceeding customers expectations.</p> <p>The Hussey Seating Exclusive Dealer Network provides full coverage in all 50 states, US Territories and the Canadian provinces to best support our customer base for our complete product and service portfolio.</p> <p>Our exclusive dealers are independent family-owned and operated businesses, which some have been partners with Hussey for over 50 years.</p> <p>Our dealers are supported by our Dealer Sales Managers [5 Full Time Hussey Employees] and Dealer Support Teams[20 Full Time Hussey Employees] which provide continued education on sales and order process, systems and product design guidance, samples, proposal drawings, code interpretations and project management for each and every project, for the life of the seating systems.</p> <p>See our complete dealer network at the following   <a href="https://www.husseyseating.com/find-a-dealer/">https://www.husseyseating.com/find-a-dealer/</a></p> <p>We also complement our Exclusive dealer network with an Open Line Dealers for our Clarin Portable Folding chairs, Perma-Cap, and Perma-Plank Bleacher seats.</p>	*
27	Service force.	<p>Hussey Seating Reginal Service Center are both direct [New England States [6 Full-Time Employees] &amp; [IAVM National Service [6 Full-Time Employees] and Exclusive Regional Service Centers, which are independently family owned and operated local businesses. As with our exclusive dealer network, we provide full coverage in all 50 states, US Territories and the Canadian provinces to best support our customer base for our complete product and service portfolio.</p> <p>Our Exclusive Regional Service Centers network plays the same important role with our customer base. We achieve success by being part of their local community, in each of their respective timezones, providing realtime inspections, service, and maintenance of their facilities every day for the life cycle management of their products to help ensure the performance of the systems, patron and employee safety for the life of the products.</p> <p>Hussey Seating Regional Service Centers provide service on all brand products in our marketplace to help simplify the customer's ability to service and maintain their products and get the most out of their investments.</p>	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Hussey's customer service team is integrated into our Dealer Sales Support Team to provide our customers [Dealers and End Customers] quick, direct access to help resolve any quality-related concerns for the life of the product.</p> <p>Our Dealer Support Teams are associated with specific regions to best support our customer base.</p> <p>Our corporate goals are to ship complete and on time at a rate of 98 %. Any quality-related concerns are directed back to the appropriate sales channel leveraged for the Sourcewell purchase.</p> <p>Our goals are to make sure any customer service call has a CCA [Cause and Corrective Action] documented and placed into action to solve or address any quality concerns.</p> <p>Our corporate goal is to make sure that each facility is event-ready for any contractual events or scheduled programs with direct support from Hussey Seating, our Exclusive Dealer Network, and our Regional Service Centers.</p> <p>Corrective action implementation can vary in time depending on the resolution, yet communication of the direction and plan of action should happen within three business days.</p>	*
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	Hussey Seating Company will continue to fully service all geographic areas of the United States and Canada via a Sourcewell Awarded Contract as we currently offer under today's existing contract.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Hussey Seating Company will continue to fully service all member sectors (i.e., government, education, not-for-profit) of the United States and Canada via a Sourcewell Awarded Contract as we currently offer under today's existing contract.	*

31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Any projects located in Hawaii, Alaska and in US Territories will be required to have a project-specific freight quote provided to cover the additional freight expenses or the Sourcewell Member may decide to purchase the product FOB Shipping Point.	*
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## Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We will continue to market Sourcewell as a primary contract source to purchase Hussey Seating and Clarin by husseyseating products and services.</p> <p>We have been focused on the following to build our current contract successes and plan on the following enhancements to help grow additional contract sales.</p> <p>Current Strategy</p> <p>Marketing Awarded Sourcewell Contract</p> <ul style="list-style-type: none"> <li>~ Sourcewell Awarded Contract on   <a href="https://www.husseyseating.com/">https://www.husseyseating.com/</a></li> <li>~ Sourcewell Awarded Contract Positioning on   <a href="https://www.husseyseating.com/contract-sales">https://www.husseyseating.com/contract-sales</a></li> <li>~ Sourcewell Awarded Contract Positioning on   <a href="https://www.clarinseating.com/contract-sales">https://www.clarinseating.com/contract-sales</a></li> <li>~ Email signatures with Sourcewell Logo on all communications</li> <li>~ Trade Show &amp; Conference Banners and Advertisements</li> <li>~ Sourcewell Brochure Labels &amp; Digital Branding</li> <li>~ Sourcewell Education   Produce and execute Hussey University Spring, Fall and Winter Semesters at Corporate Headquarters with integrated Sourcewell Training for Dealers and Internal Sales Teams</li> <li>~ Sourcewell Education   Hussey Annual Dealer Meetings   West Coast and East Coast Conference Locations with integrated Sourcewell Training for Dealers and Dealer Principles</li> <li>~ Sourcewell Education   Created two new webinar series for Dealers and Internal Sales Teams runs three times per year, plus on-demand</li> <li>~ Promote every Sourcewell Training opportunities shared with the Sourcewell team for Exclusive Dealer Network participation</li> <li>~ Attend Annual Sourcewell Vendor Meeting for Networking and Education of Procurement Contract Best Practices</li> <li>~ Provide Sourcewell Pricing on Projects requested by Dealers or Direct Customers</li> <li>~ Use Sourcewell Reporting Capabilities on an as need basis to help position potential opportunities</li> <li>~ Positioning via our internal vnews and enews monthly new letter   Dealer and Internal Employees</li> <li>~ Positioning of Leasing Capabilities</li> </ul> <p>Enhanced Marketing Strategy</p> <ul style="list-style-type: none"> <li>~ Continue with items listed above and add the following enhancements</li> <li>~ Leverage historical Sourcewell Sales Successes by State, and Member Agency with a structured systematical approach to provide more consumer insight on the possibilities which exist to purchase our portfolio of products via the Sourcewell Contract.</li> <li>~ Educate the dealer network and internal sales teams on proactive positioning of past contract successes</li> <li>~ Enhance website Sourcewell visibility via our Find a Dealer Widget "Earlier Introduction to Procurement Contract Option."</li> <li>~ Request and Provide MORE Sourcewell Banners Flags &amp; Brochure Labels for Exclusive Hussey Dealer Network use at Trade Shows and Conferences</li> <li>~ Investigate opportunity to join Sourcewell Vendor Advisory Team / Committee</li> <li>~ Work with dealer network on the integration of Awarded Sourcewell contract via branding on each of their corporate websites and direct link back to <a href="https://www.sourcewell-mn.gov/">https://www.sourcewell-mn.gov/</a></li> <li>~ Implement new pricing process where any project with potential procurement purchasing capabilities is quoted as a Sourcewell contract price to keep opportunity in front of exclusive dealer network on every project.</li> <li>~ Provide budget pricing process for exclusive dealer network, which includes Sourcewell pricing at the start of the process.</li> <li>~ Proactively Position Leasing Capabilities from <a href="https://www.sourcewell-mn.gov/cooperative-purchasing/032615-ncl">https://www.sourcewell-mn.gov/cooperative-purchasing/032615-ncl</a></li> </ul>	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>At Hussey Seating Company and Clarin by husseyseating, we engage social media and digital technology in our ongoing marketing campaigns and communications. We have a focused corporate effort on Facebook, LinkedIn, Twitter, Youtube, and Pinterest and are always looking to expand our reach and effectiveness.</p> <p>Currently, we are working to leverage our global dealer network's social reach and connectivity to increase our messaging across a broader, yet targeted market audience.</p> <p>We also leverage social media to share industry news, trends, thought leadership and promote positive messaging and community involvement/leadership.</p>	*

34	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>I see Sourcewell's role as continuing to market and educate the public on the advantage or procurement contracts with "Best Value" products vs. "Low Bid" products; this is an opportunity in the marketplace and is one of the biggest differenced with state contracts and Advantages with Sourcewell.</p> <p>I want to continue and see Sourcewell leverage industry relationships with partners like AASA, and other procurement cooperatives as a potential new vehicle for additional customer reach. Sourcewell should continue to educate its vendors and advisory committee on current trends and direction of procurements "Best Practices."</p> <p>Sourcewell marketing tools and reporting capabilities are powerful tools for its vendors.</p> <p>I think there is an opportunity to better educate the vendors within the Sourcewell family of contracts regarding Contract Adoption, Piggy Backing, etc.</p> <p>I also think there would be great value with more Sourcewell Case Studies, from an Agency Member viewpoint, as well a from vendors viewpoints.</p> <p>We will continue to integrate an awarded Sourcewell contract into our sales process by enhancing the following in the sales process:</p> <p>We will continue to market Sourcewell as a primary contract source to purchase Hussey Seating and Clarin by hussyseating products and services.</p> <p>We have been focused on the following to build upon our current contract successes and plan on implementing enhancements to help grow additional contract sales.</p> <p>Current Strategy Marketing of Awarded Sourcewell Contract</p> <ul style="list-style-type: none"> <li>~ Sourcewell Awarded Contract on   <a href="https://www.husseyseating.com/">https://www.husseyseating.com/</a></li> <li>~ Sourcewell Awarded Contract Positioning on   <a href="https://www.husseyseating.com/contract-sales">https://www.husseyseating.com/contract-sales</a></li> <li>~ Sourcewell Awarded Contract Positioning on   <a href="https://www.clarinseating.com/contract-sales">https://www.clarinseating.com/contract-sales</a></li> <li>~ Email signatures with Sourcewell Logo on all communications</li> <li>~ Trade Show &amp; Conference Banners and Advertisements</li> <li>~ Sourcewell Brochure Labels &amp; Digital Branding</li> <li>~ Sourcewell Education   Produce and execute Hussey University Spring, Fall and Winter Semesters at Corporate Headquarters with integrated Sourcewell Training for Dealers and Internal Sales Teams</li> <li>~ Sourcewell Education   Hussey Annual Dealer Meetings   West Coast and East Coast Conference Locations with integrated Sourcewell Training for Dealers and Dealer Principles</li> <li>~ Sourcewell Education   Created two new webinar series for Dealers and Internal Sales Teams runs three times per year, plus on-demand</li> <li>~ Promote every Sourcewell Training opportunities shared with the Sourcewell team for Exclusive Dealer Network participation</li> <li>~ Attend Annual Sourcewell Vendor Meeting for Networking and Education of Procurement Contract Best Practices</li> <li>~ Provide Sourcewell Pricing on Projects requested by Dealers or Direct Customers</li> <li>~ Use Sourcewell Reporting Capabilities on an as need basis to help position potential opportunities</li> <li>~ Positioning of Leasing Capabilities</li> </ul> <p>Enhanced Marketing Strategy</p> <ul style="list-style-type: none"> <li>~ Continue with items listed above and add the following enhancements</li> <li>~ Leverage historical Sourcewell Sales Successes by State, and Member Agency with a structured systematical approach to provide more consumer insight on the possibilities which exist to purchase our portfolio of products via the Sourcewell Contract.</li> <li>~ Educate the dealer network and internal sales teams on proactive positioning of past contract successes</li> <li>~ Enhance website Sourcewell visibility via our Find a Dealer Widget "Earlier Introduction to Procurement Contract Option."</li> <li>~ Request and Provide MORE Sourcewell Banners Flags &amp; Brochure Labels for Exclusive Hussey Dealer Network use at Trade Shows and Conferences</li> <li>~ Investigate opportunity to join Sourcewell Vendor Advisory Team / Committee</li> <li>~ Work with dealer network on the integration of Awarded Sourcewell contract via the branding on each of their corporate websites and direct link back to <a href="https://www.sourcewell-mn.gov/">https://www.sourcewell-mn.gov/</a></li> <li>~ Implement new pricing process where any project with potential procurement purchasing capabilities is quoted as a Sourcewell contract price to keep opportunity in front of exclusive dealer network on every project.</li> <li>~ Provide budget pricing process for the dealer network, which includes Sourcewell pricing at the start of the process.</li> <li>~ Proactively Position Leasing Capabilities from <a href="https://www.sourcewell-mn.gov/cooperative-purchasing/032615-ncl">https://www.sourcewell-mn.gov/cooperative-purchasing/032615-ncl</a></li> </ul>	
35	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Currently, our products are not available through an e-procurement ordering process.</p>	

## Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Safe operation and performance of our seating systems are a primary focus for every facility we provide seating and or inspection, service, and maintenance programs.</p> <p>Upon completion of the scoped work, we will conduct onsite training for the facility staff, the facility owner, and all key stakeholders. This training covers proper operational procedures, safety precautions, and processes to follow during set and strike of seating solutions. As well, this training also identifies adequate inspection and maintenance protocol base on current building code requirements.</p> <p>This training is offered as a standard feature at no additional charge to the customer. We also provide an Owners and Operation Manual and a complete video library of proper operation videos for future staff training and education.</p> <p>The lead installer or project manager will complete this training at the turnover meeting and or scheduled training event.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Our telescopic seating systems provide the following technological advances in the marketplace:</p> <ol style="list-style-type: none"> <li>1. Low Voltage Power – This system eliminates the potential of a line voltage electrical shock to the operator of the system when operating with damaged pendant control. The system is designed on 24 volts.</li> <li>2. Wireless Controller – Wireless controller has an RFID tag, and the seating system has an RFID reader to activate the wireless controller for operation. Making the system safe and convenient for ease of operation.</li> <li>3. Flex-Row Locking Systems – Flex-Rows accommodate ADA seating areas for patrons in wheelchairs and their companions. The flexible seating solutions are quick and easy to operate and allow the seating configuration to lock in the open and or closed position. The feature allows for quick set an strike of the seating system</li> <li>4. Sure-Step – This is a hinged front step with integral wheels. The hinged solution provides easy operation for the facility staff to minimize the potential for trip and fall accidents. Also if the facility has ample floor space the front steps can remain in the down or use position while the seating system is operated reducing set-p and strike labor.</li> <li>5. Auto-Rotating Aisle Rails – This simple integrated technological advance is the most important as it ensures the center aisle handrail is always centered and in the proper position when the system is in use helping with spectator safety and reducing the chance of trip and fall incidents.</li> </ol>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Hussey Seating Company is the only North American seating supplier who offers telescopic and fixed seating products which comply with FSC Forest Stewardship Certification.   <a href="https://info.fsc.org/details.php?id=a0240000007RRp0AAG&amp;type=certificate">https://info.fsc.org/details.php?id=a0240000007RRp0AAG&amp;type=certificate</a>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We currently do not have any third party issued ratings and or certificates.

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Hussey Seating Company does not meet the Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran-owned business certifications yet we have the following dealerships and installation company in our partnerships in compliance.</p> <p>Dealership   T.J. Distributors State   VA Status   SWaM (Small, Women-owned, and Minority-owned Business) Certified   653623</p> <p>Dealership   T.J. Distributors State   MD Status   SBR (Small Business Reserve) Certified   SB12-7859</p> <p>Dealership   C.M. Eichenlaub State   PA Status   WBE (Women's Business Enterprise) Certified   WBE 1801415</p> <p>Dealership   C.M. Eichenlaub State   PA Status   WBE (Women's Business Enterprise) Certified   WBE 1801415</p> <p>Dealership   School &amp; Office Products of Arkansas State   AR Status   Veteran's Owned Business U.S. Navy Corpsman 1967 – 1971</p> <p>Dealership   School &amp; Office Products of Oklahoma State   OK Status   Veteran's Owned Business U.S. Navy Corpsman 1967 – 1971</p> <p>Dealership   Nickerson Corporation Inc State   NY Status   WBE (Women's Business Enterprise) Certified   55916</p> <p>Dealership   Nickerson New Jersey Inc State   NJ Status   SBE (Small Business Enterprise) Certified   A0070-16</p> <p>Dealership   Southeastern Surfaces and Equipment State   FL Status   WBE (Women's Business Enterprise) Certified   11.09.2017 – 11.09.2019</p> <p>Installer   Harriott Contracting LLC State   MD Status   MBE (Minority Business Enterprise) Certified   08-114</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>Hussey's unique attributes are based upon our long, proud 184-year history of the company. We are in business for the long haul [which means we are looking to transfer the company to the 7th generation] and have to treat our customers as they deserved. That means we are in the business of building long-term relationships and creating customers for life. We do this by collaboratively working with our customers, educating them on their options and exceeding their expectations with the product features, project management, installation professionalism, product aesthetics, performance, and value.</p> <p>Then we back it with the best product warranties in our industry. We are providing our customers and Sourcewell Members a sound piece of mind which simplifies the purchasing process.</p>	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	<p>As identified earlier we have a complete Canadian Exclusive Distribution Channel of partners who represent our product and services across the Canadian provinces and are willing to sell to any Sourcewell Member Agencies in Canada.</p> <p>Currently, we supply our Canadians dealers with   <a href="https://www.sourcewell-mn.gov/compliance-legal/Canada">https://www.sourcewell-mn.gov/compliance-legal/Canada</a> &amp; Group Buying Reference Guide - Canada (PDF)</p> <p>They are all excited and currently trying to position the current Sourcewell Contract on potential sales opportunities.</p>	*

## Warranty

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

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	<p>Yes, we have standard product warranties which typically exceed the industry standards as well as offer one-year product warranties to meet any project specifications by other suppliers.</p> <p>Product warranties can be located at this location as well as on the product file upload with this proposal  <a href="https://www.husseyseating.com/warranties">https://www.husseyseating.com/warranties</a></p>	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Yes, here are the standard exclusion to the warranty</p> <p>EXCLUSIONS AND CONDITIONS:            This warranty excludes and does not apply to:            ~ Normal wear and tear, abuse, neglect, vandalism, or misuse of Product all as determined by Hussey Seating in its sole discretion.</p> <p>~ Casualty loss or other Acts of God.            ~ Product altered or modified by the user.            ~ User attached accessories.            ~ Consumable Products; light bulbs, lamps, ballasts, etc..            ~ Products not installed by Hussey Seating Approved Installers.            ~ Applied Graphic Solutions.            ~ Products not properly maintained in accordance with Hussey Seating Operating &amp; Maintenance Procedures &amp; Inspections.            ~ Non standard material and color finishes whether purchased by the customer or Hussey Seating Company.            ~ Natural variations occurring in wood and / or color fastness and / or variations in matching of colors, grains or textures of materials shall not be considered defects.            ~ Polymer Colors will not fade greater than 5 Delta-E units measured within CIE L*a*b color space. Powder Coat finish will not fade greater than 5 Delta-E units measured by Hunter L*a*b Color difference per ASTM D2244.</p>	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	No.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Yes, we will cover warranty service for items made by other manufacturers that are part of our proposal.</p> <p>Our product warranty covers any products delivered and installed by Hussey Seating Company. This way of conducting business/standing behind your product is what we have done for 184 years and many to come.</p>	*
48	What are your proposed exchange and return programs and policies?	<p>Typically once the product is installed, and the turn over meeting has occurred, we do not see product returns.</p> <p>As indicated in a previous answer, we are in business to create customers for life, and we do this by treating them right. If there is ever a discussion regarding a return, we work with the customer via our proper sales channel and our Dealer Support Team, and we make it right. That is part of our DNA of the Hussey Company and Family Values.</p> <p>We have never had a product returned in my 33 years with the company.</p>	*
49	Describe any service contract options for the items included in your proposal.	<p>All of our products require an inspection, service, and maintenance programs which can be offered and purchased at the time of order or a later date.</p> <p>The telescopic products require bi-annual service to comply with local building codes, so we strongly encourage a service plan or at the minimum an understanding of the proper requirements to maintain a safe seating system for patrons, players, and operators for the life of the product.</p>	*

## Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Yes, when requested we were providing leasing options from <a href="https://nationalcooperativeleasing.com/cooperative-purchasing/">https://nationalcooperativeleasing.com/cooperative-purchasing/</a></p> <p>We have not secured an order to date via this finance option yet continue to try this position when the customer requests this option.</p> <p>Currently, we are upgrading our contract page on our websites to include leasing as an option and are working with our sales team to re-educate them and provide an incorporated leasing quote tool to simplify the process.</p> <p>This process is a direction we have tried in the past, yet we have had some leadership position changes, and I believe the environment is right t make this formerly happen.</p> <p>After discussions with NCL and their leadership team, I believe the more we show our potential customers this purchasing vehicle he more opportunities will surface and our success rate will increase.</p>	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>We intend to continue to leverage our existing Sourcewell Procurement Process, which is as follows:</p> <ol style="list-style-type: none"> <li>1. The customer provides   Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team   Membership Number and Desire to purchase product off Sourcewell Awarded Contract Number</li> <li>2. Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team   Provides a copy of Sourcewell Quote with documentation regarding Sourcewell Awarded Contract Number and Member Number.</li> <li>3. Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team provide documentation of Actual Customer Quote with Final Sell Price and Customer PO to Dealer ad or Hussey Direct Sales Team</li> <li>4. Internal Quote Tool Captures Member Agency Name, Member Number and Final Sell Price for Formal Sourcewell Quarterly Reporting at time or order entry</li> <li>5. Finance completes Quarterly reporting vis reporting dashboard and provides to Hussey Contract Administrator for review and approval on Quarterly basis [Calander Year Based on Shipment Tranactions]</li> <li>6. Contract Administration submits the report to Sourcewell w/ Administration Fee</li> </ol>	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, we accept the P-card procurement and payment process. There is no additional cost for this process.	*

## Pricing and Delivery

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

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Hussey Seating Company is proposing to leverage our existing line item pricing matrix for consideration and inclusion in our Sourcewell proposal.</p> <ol style="list-style-type: none"> <li>1. Product Ordering Instruction Tab Identifies Pricing Inclusion</li> <li>2. The product line item will show a list price and unit of measure</li> <li>3. Each product line will have a Sourcewell product line discount</li> <li>4. Pricelist will show volume discounts based on order size</li> </ol>	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>The following product lines will carry a specific MSRP discount to achieve a net price as indicated on the Product Ordering Instruction Page.</p> <p>Hussey Telescopic Seating   40% Discount of List  Hussey Fixed Seating   40% Discount of List  Hussey PERMA-CAP and PERMA-PLANK Seating   5% Discount of List  Clarín Portable Chair by husseyseating   43% Discount of List</p> <p>Each line will also carry an additional volume discount.</p>	*

56	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Volume pricing discounts for Telescopic Seating is divided into the following quantity ranges</p> <p>0 - 400 Seats 400 - 800 Seats 800 - 1200 Seats 1200 - 1600 Seats 1600 - 2000 Seats 2000 - 2400 Seats 2400 - 3000+ Seats</p> <p>Volume pricing discounts for Fixed Seating is divided into the following quantity ranges</p> <p>25 - 149 Seats 150 - 249 Seats 250 - 749 Seats 750+ Seats</p> <p>Volume pricing discounts for Clarin Portable Chair Seating is divided into the following quantity ranges</p> <p>1 - 12 Chairs   Add 30% to list price 13 - 23 Chairs   Add 15% to list price 24 Chairs   Reference Price List</p>	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Hussey Seating would like to propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options".</p> <p>In our markets, these solutions tend to be custom engineered and manufactured due to layout complexities, customer desires, or customization requirements based on building conditions and code requirements. We recommend we quote these at cost plus for discussion with the customer on creating "The Best Value Solution."</p>	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We do not have any element of the total cost of acquisition that is NOT included in the pricing submitted with our response.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	<p>Our Clarin portable chair seating is offered at a discounted product price off list. Freight is handled on a per-project basis and can be defined as FOB North Berwick or FOB Destination.</p> <p>Freight quotes can be completed by the Clarin product team and or directly by the customer.</p> <p>If Hussey completes the freight quote it will be cost plus.</p>	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We recommend for freight, shipping, and delivery terms available for Alaska, Hawaii, or any offshore deliveries we quote these at cost plus for discussion with the customer on creating "The Best Value Solution and timing." If not a preferred approach by the customer also has the ability to purchase the product FOB, North Berwick, if desired.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not Applicable	*

### Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Audit and Administrative Fee**

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell 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 Sourcewell.	<p>We intend to continue to leverage our existing Sourcewell Procurement Process, which is as follows:</p> <ol style="list-style-type: none"> <li>1. The customer provides   Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team   Membership Number and Desire to purchase product off Sourcewell Awarded Contract Number</li> <li>2. Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team   Provides a copy of Sourcewell Quote with documentation regarding Sourcewell Awarded Contract Number and Member Number.</li> <li>3. Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team provide documentation of Actual Customer Quote with Final Sell Price and Customer PO to Dealer ad or Hussey Direct Sales Team</li> <li>4. Internal Quote Tool Captures Member Agency Name, Member Number and Final Sell Price for Formal Sourcewell Quarterly Reporting at time of order entry</li> <li>5. Finance completes Quarterly reporting via reporting dashboard and provides to Hussey Contract Administrator for review and approval on Quarterly basis [Calendar Year Based on Shipment Transactions]</li> <li>6. Contract Administration submits the report to Sourcewell w/ Administration Fee</li> </ol>
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>We want to propose the following administrative fee to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract.</p> <p>2% Administration Fee   Quarterly Total Revenue Transactions   \$0.00 - \$1,00,000</p> <p>1.5% Administration Fee   Quarterly Total Revenue Transactions   \$1,00,001 - \$5,00,000</p> <p>1% Administration Fee   Quarterly Total Revenue Transactions   \$5,00,001+</p>

**Industry Specific Questions**

Line Item	Question	Response *
65	Describe any quality management and environmental system certifications attained by your organization.	<p>Hussey Seating Company is certified and leverages EN 1090 quality compliance management system.</p> <p>Certificate Number: 0086-CPR-60038</p> <p>Copy of Certificate provided via document upload</p>
66	Describe your engineering/manufacturing capabilities, both in-house and out-sourced.	<p>At Hussey Seating Company, we have a direct team of engineers located at our North Berwick corporate headquarters which focus on New Product Development, Product Packaging, Product Engineering, Application / Project Layout Engineering, and Manufacturing/Process Engineering.</p> <p>We also have engineering outsource capabilities in the UK at our sister company HusseySeatway and our Vietnam office that we can leverage as required.</p> <p>In the US and Vietnam, we employ a total number of 26 registered engineers.</p> <p>As required, we also leverage local outside engineering firms to complete and validate independent product testing for our marketing efforts</p>

67	Describe your project design approach and related applications of technology.	<p>Our project design approach starts with our experienced dealer or direct sales staff while working collaboratively with our customers [Owners, Architects, Designers, and Contractors].</p> <p>Designs start with a field check and or architectural drawing, and an understand of the project design intent and vision for the project.</p> <ol style="list-style-type: none"> <li>1. We start with an AutoCad proposal drawing to show the customer the potential basis of design.</li> <li>2. If this design concept is selected, we can then leverage our 3D Revit files to help the customer better visualize what the facility will look like when complete. [Example File Upload data]</li> </ol> <p>This process eliminates any confusion and allows for a common understanding of products design, and product aesthetics.</p> <ol style="list-style-type: none"> <li>3. Once approved for production, the engineer files are complete and sent to the shop to drive the manufacturing systems.</li> <li>4. Installation drawings are provided in digital a hardcopy format for product assembly and owner reference.</li> </ol> <p>We also incorporate virtual graphics to show graphic packages and concepts for approval prior to production.</p>
68	Describe your compliance with building codes including ADA compliance, etc.	<p>All of our products and project layouts are designed to comply with all required building codes and ADA Federal mandates. Hussey Seating will not provide or install a layout drawing showing a facility out of code compliance. We believe we must educate our customers about what is required and make sure we are doing the right thing for safety and not cutting corners for a cost-saving solution.</p> <p>We work collaboratively with building code officials to make sure we all have the same understanding and interpretation of the required codes.</p>
69	Describe your post-purchase involvement in projects that will help drive value to Sourcewell members.	<p>Our post-purchase involvement in projects that will help drive value to Sourcewell members is our local Exclusive Dealer Network. Our dealers live in their customer's, your members local communities and provide support for the life of the products.</p> <p>No matter what time zone they may be located in they have a Hussey Seating contact ready and able to assist for new projects, project enhancements, renovations, service, and repair anytime.</p> <p>Not all manufacturers can make this statement.</p>
70	Describe any sponsorship, promotional, or revenue generating attributes of the equipment or products included in the proposal, and identify any support or training available to members related to implementation of those solutions.	<p>Our Total Graphics Package [ See Attached PDF] provides revenue generation opportunities on telescopic products and fixed seating solutions can incorporate custom graphic logos and integrated donor plates.</p> <p>Each of these graphic solutions can provide opportunities for facilities to leverage sponsorship or commercialism for revenue generation.</p> <p>We provide design consultation on a per-project basis to understand the desired approach and expectation of the revenue generation programs in consideration and how it may affect the local marketplace and specific vertical market segment.</p> <p>Each market has different requirements, visibility expectations, length of contracts, ease of interchangeability, life cycle management.</p> <p>We leverage our experience and knowledge that we gain from all our global customer's and start by listening then discussing and providing concepts for the customer's specific needs and desires.</p>
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>If awarded another Sourcewell contract, Hussey Seating would continue to monitor the following and integrate new enhanced measurements.</p> <p>Existing Contract Measurements</p> <ul style="list-style-type: none"> <li>~Sourcewell Booked Orders by FY Month</li> <li>~Sourcewell Delivered Orders by FY Month</li> <li>~Sourcewell Booked Orders by FYTD</li> <li>~Sourcewell Delivered Orders by FYTD</li> </ul> <p>FY Compared to FY   5 Year Trend Data</p> <p>New Enhanced Measurements</p> <ul style="list-style-type: none"> <li>~Same reports as shown above and new reports below plus the integration of active Sourcewell Quote Data</li> <li>~Sourcewell Booked Orders by FY Month   Dealer &amp; Direct</li> <li>~Sourcewell Delivered Orders by FY Month   Dealer &amp; Direct</li> <li>~Sourcewell Booked Orders by FYTD   Dealer &amp; Direct</li> <li>~Sourcewell Delivered Orders by FYTD   Dealer &amp; Direct</li> </ul>

Exceptions to Terms, Conditions, or Specifications Form

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

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - 01 Exhibit A - Letter of Credit - Hussey Seating Company.PDF - Tuesday September 17, 2019 12:45:08
  - [Marketing Plan/Samples](#) - Example Marketing Positioning of Sourcewell and Engineering Resources.pdf - Tuesday September 17, 2019 13:58:59
  - [WMBE/MBE/SBE or Related Certificates](#) - wmbe mbe sbe certificates.pdf - Tuesday September 17, 2019 12:49:51
  - [Warranty Information](#) - Warranty Documents.pdf - Tuesday September 17, 2019 12:56:08
  - [Pricing](#) - CONTRACT Hussey+Seating and Clarin by husseyseating Price List EFFECTIVE JAN 2020.xls - Tuesday September 17, 2019 12:44:53
  - [Additional Document](#) - HSC Customer Reference EN1090 Certificate FSC Certification.pdf - Tuesday September 17, 2019 14:13:13

**Proposers Assurance of Comp****PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

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

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

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

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Event Seating_Addendum_2</b> Tue September 10 2019 08:19 AM	<input checked="" type="checkbox"/>	--
<b>Event Seating_Addendum 1</b> Thu September 5 2019 09:00 AM	<input checked="" type="checkbox"/>	--



**RFP #091719**  
**REQUEST FOR PROPOSALS**  
**for**  
**Event Seating and Staging Solutions with Related Accessories and Services**

**Proposal Due Date: September 17, 2019, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Event Seating and Staging Solutions with Related Accessories and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 17, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Solicitation Schedule**

Public Notice of RFP Published:	July 18, 2019
Pre-proposal Conference:	August 08, 2019, 10:00 a.m., Central Time
Question Submission Deadline:	September 10, 2019, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>September 17, 2019, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	September 17, 6:30 p.m., Central Time **

\*\* SEE RFP SUB-SECTION V. G. "OPENING"

## **I. ABOUT SOURCEWELL AND MEMBERS**

### **A. SOURCEWELL**

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### **B. MEMBERS AND USE OF RESULTING CONTRACTS**

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Affidavits of Publication will be available at the conclusion of the solicitation process.

*For Canadian entities:* This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

## **II. EQUIPMENT, PRODUCTS, AND SERVICES**

### **A. SOLUTIONS-BASED SOLICITATION**

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

### **B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES**

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Event Seating and Staging Solutions with Related Accessories and Services, for venues such as arenas, stadiums, tracks, auditoriums, convention centers, performing art facilities, lecture halls, places of worship, and similar sites, including, but not to be limited to:

- a. Indoor and Outdoor grandstands, bleachers, angle frame structure, tube and channel structure, I-beam structure, telescopic seating, arena seating, loge seating/suites/club, tiered seating solutions, long span aluminum, seat modules, bench seating, fixed seating, precast alternative, portable/tip and roll, fixed or mobile: risers, platforms, stages, stage decks, hydraulic and motorized staging, modular and portable scissor staging;
- b. Related event accessories including press boxes, concession stands, ticket booths, media/filming platforms, acoustical shells, stair units, guardrails, skirting, crowd control barriers, access ramps and supports, score keeping tables, chairs, and railings/tables, all of which must be incidental to the offering of the event seating and staging as described in a. above;
- c. Related services including pre-construction/design, installation, safety inspections, repair, renovation, refurbishment, assembly, and re-manufacture or retrofit services for the event seating and staging solutions described a. above;
- d. Proposers may also include rental equipment or accessory solutions complementary to the event seating and staging solutions described in a. above.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Members, however, it is not mandatory or required.

2.The primary focus of this solicitation is on Event Seating Solutions with Related Accessories and Services. This solicitation should NOT be construed to include:

1. Individual portable chair only solutions;
2. Classroom furniture and accessories;
3. Rental only solutions;
4. Accessory or service-only solutions;
5. Lighting equipment or technology solutions; or
6. Audio/Visual equipment and technology solutions

This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

1. RFP #031715 Furniture with Related Accessories and Services
2. RFP #050819 Scoreboards, Digital Displays, and Video Boards with Related Design Build Technology Integration, Installation, Supplies, and Services
3. RFP #071619 Sports Lighting with Related Supplies and Services
4. RFP #111616 Classroom Audio Technology Equipment with Related Accessories, Services, and Supplies

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

#### C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

#### D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

#### E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$60M; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

#### F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

#### G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.

2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Members. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

### **III. PRICING**

#### **A. REQUIREMENTS**

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to

the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

#### **B. ADMINISTRATIVE FEES**

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

### **IV. CONTRACT**

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

### **V. RFP PROCESS**

#### **A. PRE-PROPOSAL CONFERENCE**

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

#### **B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION**

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

#### C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

#### D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

#### F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

#### G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

## **VI. EVALUATION AND AWARD**

### **A. EVALUATION**

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

### **B. AWARD(S)**

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	<u>400</u>

**C. PROTESTS OF AWARDS**

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

Protests that do not address these elements will not be reviewed.

**D. RIGHTS RESERVED**

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

#### E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.



9/4/2019

Addendum No. 1

Solicitation Number: RFP 091719

Solicitation Name: Event Seating and Staging Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Please clarify "Put in one File" for attachments? Do you need all attachments for each subcategory in ONE PDF file or can we provide one PDF file for each subcategory that we would attach documents to?

**Answer 1:**

Each document upload section will accept a single file upload. If you need to upload more than one document for a single item, you should combine the document files into a single zipped file. Alternatively, combining multiple documents into a single PDF file is allowable.

**Question 2:**

How many applications do you accept for the Event Seating and Staging Solutions with Related Accessories and Services Category?

**Answer 2:**

Sourcewell is conducting an open solicitation for proposals for Event Seating and Staging Solutions with Related Accessories and Services. The number of proposals that may be submitted has not been limited by Sourcewell.

**Question 3:**

How many contracts do you award for the Event Seating and Staging Solutions category?

**Answer 3:**

Refer to RFP Section VI. A. – Evaluation. It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. The factors used by Sourcewell in the award determination are set forth in the RFP.

**Question 4:**

Under 20.F Self-Insured Retentions, of the contract terms and conditions, if our firm wants to propose a change to the retention amount limit, should this be noted as an exception under Specification "Exceptions to Terms, Conditions, or Specifications Form?

**Answer 4:**

Yes, any exception or proposed modification must be included in the table "Exceptions to Terms, Conditions or Specifications" on the Sourcewell Procurement Portal. Exceptions or proposed modifications are subject to the review and approval of Sourcewell and will not automatically be included in the contract in the event of an award.

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End of Addendum

Acknowledgement of this Addendum to RFP 091719 distributed via email and posted to the Sourcewell Procurement Portal on 9/5/2019, is required at the time of proposal submittal.



9/10/2019

Addendum No. 2

Solicitation Number: RFP091719

Solicitation Name: Event Seating and Staging Solutions with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

What will the effective date for a contract issued as a result of this RFP?

**Answer 1:**

The effective date of awarded contracts is dependent on the duration of the Sourcewell evaluation process, which varies. Typically, the evaluation process takes 45-60 days from the due date for the responses. Refer also to Section 1.A. of the Sourcewell contract template.

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End of Addendum

Acknowledgement of this Addendum to RFP091719 distributed via email and posted to the Sourcewell Procurement Portal on 9/10/2019, is required at the time of proposal submittal.