

**DEKALB COUNTY SCHOOL DISTRICT
COOPERATIVE AGREEMENT TO
SOURCEWELL CONTRACT NO. 081523-HSC
FOR EVENT SEATING AND STAGING SOLUTIONS
WITH RELATED ACCESSORIES AND SERVICES**

DCSD:	DeKalb County School District
Address:	Sam A. Moss Service Center 1780 Montreal Rd., Tucker, Georgia 30084
Phone No.:	678-676-1478
DCSD's Representative:	Keith Ball, Executive Director of Facilities

Vendor:	Southeastern Surfaces & Equipment, Inc.
Address:	1205 Peachtree Pkwy, Suite 1204 Cumming, GA 30041

THIS COOPERATIVE AGREEMENT (this "Agreement") is entered into as of the last day signed below by the DeKalb County School District ("DCSD") and Southeastern Surfaces & Equipment, Inc. as an Exclusive Dealer for Hussey Seating Corporation. ("Vendor").

FOR AND IN CONSIDERATION of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, DCSD and Vendor hereby agree as follows:

1. CONTRACT DOCUMENTS: The term "Contract Documents" as used herein shall mean all of the following which are hereby incorporated and made a part of this Agreement. In case of conflict between the document terms, order of control for the documents shall be as follows:

- A. This Cooperative Agreement;
- B. Any Purchase Orders issued pursuant to this Agreement from time to time;
- C. Any extensions or amendments by Sourcewell of Contract No. 081523-HSC (**Exhibit A**); and
- D. Sourcewell Contract No. 081523-HSC with Hussey Seating Corporation (**Exhibit B**) and
- E. Southeastern Surfaces & Equipment, Inc. Exclusive Dealer Authorization (**Exhibit C**).

The Contract Documents constitute the entire and exclusive agreement between DCSD and Vendor with respect to the Work, and supersede any and all prior discussions, communications, representations, negotiations or agreements between them with respect to the Work. The Contract Documents are complementary and are to be read as a whole. Any work, labor, materials or equipment that may be required, implied or inferred by the Contract Documents as being required to produce the intended result shall be provided by the Vendor for the Contract Price. Vendor will be held to the highest service standards found within any of the Contract Documents.

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2. LIMITS ON AGREEMENT PRICE AND SCOPE OF WORK: Vendor acknowledges and agrees that this Agreement is for a price no greater than One Million Thirty-Four Thousand, Five Hundred Twenty-Seven and 08/Dollars (\$1,061,527.08USD). Vendor agrees not to subdivide projects in an effort to evade the provisions of such Law. As a condition precedent to all required payments under this agreement, the Vendor shall submit to DCSD for review and approval, invoices detailing the specific work to be performed for which payment is requested, in a form acceptable to DCSD. Required payment under this Agreement shall only be for actual work performed by the Vendor and shall only be pursuant to invoices reviewed and approved by DCSD.

3. TERM: The term of this Agreement is for a period from the date the last party signed below to October 6, 2026 (the "Initial Term"). In addition to the Initial Term, this Agreement also contains four (4) one-year optional renewal periods through October 6, 2030 (each, a "Renewal Term" and, collectively with the Initial Term, the "Term"), which option may be exercised by DCSD solely in its discretion and upon the receipt of such approvals from the Dekalb County Board of Education as may be required. The renewal options are subject to Sourcewell exercising its option to renew Contract No: 081523-HSC for an additional year. The Term is subject to the term of the original contract and shall be shortened according to the provisions and extensions therein. Additionally, as required by O.C.G.A. § 20-2-506, this Agreement shall terminate absolutely and without further obligation on the part of DCSD at the end of the calendar year in which it was executed; provided, however, that this Agreement shall be automatically renewed unless DCSD delivers a notice of non-renewal to Vendor at least thirty (30) days prior to the end of such calendar year, unless this Agreement has otherwise been terminated as provided herein. At the end of the Term, DCSD may elect to have Vendor complete any open Purchase Order or terminate such Purchase Order, in DCSD's sole and absolute discretion. DCSD reserves the right to terminate this Agreement at any time for its convenience upon thirty (30) days written notice to Vendor.

4. VENDOR'S GENERAL RESPONSIBILITIES:

A. In addition to the Vendor's duties, obligations and responsibilities set forth elsewhere in the Contract Documents, pursuant to this Agreement, Vendor shall:

- (1) at all times give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work, and promptly notify DCSD if it observes any Work which conflicts with any such requirements;
- (2) pay all sales, consumer, use and similar taxes for the Work as required by law;
- (3) supervise and direct the Work efficiently and with its best skill and attention, using such means, methods, techniques, sequences and procedures as Vendor deems appropriate, and perform the Work in compliance with the terms and conditions of the Contract Documents and the standard of care applicable to services of the type, scope and complexity to be performed hereunder;

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- (4) provide adequate, competent, suitably qualified personnel, labor supervision, equipment, materials, transportation, machinery, tools, appliances, fuel, utilities, sanitary facilities and all other facilities and incidentals necessary or required to perform the Work;
- (5) provide all materials and equipment to be installed in the Work, which shall be new and in first class condition and which shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor;
- (6) be fully responsible to DCSD for all acts and omission of any Subcontractors and suppliers or other persons directly or indirectly involved in performing the Work, and ensure that all such Subcontractors and suppliers are paid for such work, and indemnify and defend the DCSD from any claims with respect thereto;
- (7) be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including all necessary precautions for the safety and protection of, all employees on the Work and others who may be affected thereby, including other structures and areas adjacent to or on or about the Site; and
- (8) cooperate with DCSD's designated representative, provide any requested information and meet, consult and coordinate the Work with DCSD's representative.

B. Vendor Personnel:

- (1) Vendor shall maintain strict discipline among all personnel employed on DCSD grounds, and no person under the influence of drugs or alcohol shall be allowed on DCSD grounds, nor shall any person employed on DCSD's property have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, fighting, or the wearing of clothing containing vulgar, immoral or unwholesome words or images or promoting the same, shall not be permitted or allowed. No employee, Subcontractor or representative of Vendor shall use any tobacco product while on DCSD grounds.
- (2) Vendor administrators will provide supervision and training of Vendor personnel. All personnel hired or assigned by Vendor shall be Vendor employees for all purposes and not DCSD employees for any purpose. Vendor shall be solely responsible for (i) selecting and hiring its employees; (ii) paying all wages, health and retirement benefits, all applicable employee and employer taxes and deductions, Social Security taxes, and Medicare taxes, as required by law, and providing general liability insurance coverage covering Vendor and its employees, contractors, and agents under this Agreement, with Limits of Liability as set forth herein, and workers compensation insurance; (iii) supervising, evaluating,

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promoting and disciplining its employees; (iv) managing the employees' conduct, including the method by which the employees carry out their work; and (v) complying with the Federal Work Authorization Program.

- (3) Vendor employees will not accrue any sick leave or other benefits from DCSD and will not be subject to DCSD's Complaints and Grievances Procedures found in District Board Policy or be subject to the due process provisions of O.C.G.A. § 20-2-940 et. seq. as these individuals are not District employees.
 - (4) Vendor and its employees, agents, contractors or other such personnel shall be independent contractors of DCSD and do not have the ability or the authority to make obligations on behalf of DCSD.
 - (5) If DCSD believes that the performance or conduct of any person employed or retained by Vendor to perform any services hereunder is unsatisfactory or is not in compliance with the provisions of this Agreement, DCSD will notify Vendor, identifying the conduct or performance in writing and providing all information and support necessary to substantiate and sustain any personnel action requested by DCSD, if any. Vendor will promptly address the performance or conduct of the reported person in accordance with Vendor's disciplinary policies.
 - (6) Vendor must identify any individuals providing services to DCSD who are drawing retirement from the Georgia Teacher Retirement System (TRS). Vendor is responsible for any and all penalties and interests that may be assessed by TRS for any work performed by Georgia TRS retirees. Vendor shall indemnify and hold DCSD harmless from and against any claims related to Georgia TRS.
- C. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by insurance purchased by the Vendor, the Vendor will indemnify and hold harmless DCSD and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to extent caused by the negligent acts or omission of the Vendor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in the Paragraph.

In claims against any person or entity indemnified under this Paragraph by an employee of the Vendor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation will not be

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limited by a limitation on amount or type of damages, compensation acts, disability benefit acts or other employee benefit acts.

5. DCSD'S RESPONSIBILITIES: The DCSD shall have the right, at its sole discretion, to demand and require that Vendor remove any employee or Subcontractor working on any project and to replace the same, without cost or liability to DCSD.

6. TERMINATION OF THE AGREEMENT: Either party may terminate this Agreement upon the occurrence of any material breach by the other party to this Agreement by giving written notice of such breach to the breaching party, which notice shall describe the alleged breach. This Agreement will terminate after the receipt of such notice unless the breaching party has cured such breach within ten (10) days from its receipt of such notice or, in the event said breach cannot be cured within ten (10) days, has failed to commence and diligently pursue curing of said breach. In addition, the DCSD may terminate this Agreement for its convenience at any time and for any (or no) reason upon thirty (30) days written notice to Vendor. In either case, all outstanding invoices or monies due for Work performed through the termination date shall be due and payable as of the termination date, less any amounts due to DCSD from Vendor. DCSD further reserves the right to suspend Vendor's performance of the Work should Vendor repeatedly fail or refuse to perform the Work as required herein, and Vendor shall not be permitted to resume work until such deficiencies have been corrected to DCSD's satisfaction.

7. SUBCONTRACTORS: Should Vendor enter into any subcontracts in connection with the performance of the Work, all such subcontracts shall be in writing and shall incorporate all the terms and conditions set forth herein. Vendor will not employ any Subcontractor against whom DCSD may have reasonable exception, and will not make any substitution for any Subcontractor who has been accepted by DCSD except with good cause. Vendor shall be fully responsible for all acts and omission of its Subcontractors. Nothing in this Agreement will create any relationship between DCSD and any Subcontractor. Vendor shall indemnify, defend and hold DCSD harmless from and against any and all claims for payment made by any Subcontractors and shall, within three (3) days of written demand from DCSD, bond off or remove any lien filed against DCSD's property by any Subcontractor. Should Vendor fail and/or refuse to remove any such lien, or should any Subcontractor otherwise notify DCSD of non-payment by Vendor, DCSD may, at its option, make payment jointly to Vendor and its Subcontractor(s).

8. INSURANCE:

- A. Vendor shall not commence Work under this Agreement until it has obtained all the insurance required under this Section 8 and delivered certificates of insurance evidencing such coverages to DCSD, nor shall Vendor allow any Subcontractor to commence work on a subcontract until Subcontractor has provided the insurance required hereunder. The insurance required under this Section 8 shall be maintained in full force and effect during the performance of the Work until this Agreement is terminated. DCSD shall be named as an additional insured on all policies (except for Worker's Compensation). The insurance coverages required hereunder are as follows:

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- (1) Commercial general liability insurance written on an "occurrence" basis, including coverage for premises/operations, products/completed operations, broad form property damage, blanket contractual liability, independent Vendors and personal insuring, and sudden and accidental pollution, with no exclusions for explosion, collapse and underground perils, with limits of not less than \$1,000,000 per occurrence for bodily injury (including death) and property damage and a \$2,000,000 aggregate limit;
 - (2) Automobile liability insurance, including coverage for owned, non-owned and hired automobiles for both bodily injury and property damage and in accordance with statutory legal requirements, with a combined single limit of not less than \$1,000,000 per accident with respect to bodily injury (including death) and property damage and a \$2,000,000 aggregate limit; and
 - (3) Workers compensation with statutory limits and employers' liability with limits of not less than \$1,000,000 per occurrence.
- B. Vendor waives all rights of subrogation, against DCSD and its board members, officers, employees, agents, insurers, other Vendors and subcontractors and consultants for any damages covered by any type of insurance.
- C. Certificates of Insurance must be on an ACCORD Form and be executed with the following provisions:
- (1) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Cooperative Agreement;
 - (2) Certificates to contain the project number, location of property, name of property and operations information to which the insurance applies;
 - (3) Certificates are to be issued to:
DeKalb County School District
DeKalb County Board of Education
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083
Attention: Risk Management Department
 - (4) Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to the DCSD.
 - (5) Service Provider shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

9. IMMIGRATION COMPLIANCE: Vendor and all Subcontractors shall comply with all state and federal immigration laws, rules and regulations, and the Vendor and all Subcontractors shall provide DCSD with the completed, signed and notarized forms required for compliance with the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 *et seq.*, prior to performance of any Work hereunder.

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10. DISPUTE RESOLUTION: All claims, disputes, and other matters in question between the DCSD and Vendor arising, out of, or relation to, this Agreement or the breach hereof, shall be mediated in good faith as a prerequisite to litigation. Either party may file a request for mediation at any time; provided, however, that such mediation shall not take place until after Completion has been achieved. The mediation shall take place in Atlanta, Georgia. Each party shall bear its own costs and expenses in connection with such mediation and the parties shall divide and pay the mediator's fees and expenses equally. Should the parties be unable to resolve any dispute or claim in mediation, either party may file a lawsuit in the Superior Court of DeKalb County, Georgia following the conclusion of the mediation. Each party hereby irrevocably consents to the exclusive jurisdiction of such court and the laying of venue therein.

11. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflicts of law principles.

12. NO WAIVER: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future detail, whether like or different in character.

13. SEVERABILITY: If any provision of this Agreement, or application thereof to any person or circumstance shall to any extent be invalid, such invalidity shall not affect the enforceability of the remainder of the Agreement or its enforceability in relation to other persons or circumstances.

14. NO THIRD-PARTIES: Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third-party against DCSD.

15. INDEPENDENT VENDOR: Vendor shall perform as an independent Vendor and not as an employee or representative of DCSD. Vendor retains sole and exclusive liability for all contributions, taxes or payment required to be made on account of Vendor's employees under federal or state tax or labor laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

16. BACKGROUND CHECKS: A criminal background check must be performed on all contractors, consultants, subcontractors, volunteers and vendors ("Individuals") who provide services on DCSD's premises, supervise services on DCSD's premises or have contact with students. All Individuals shall undergo the same criminal background check, within the last 365 days, as required of DCSD's own employees. Such background checks shall be performed by DCSD at the expense of the Individual at a cost of \$45.00 per person. Upon receipt and evaluation of the background check, DCSD may demand that the Individual have no contact with students or parents, or exclude such Individual from performing work on DCSD's premises or otherwise for DCSD, in its sole and absolute discretion. DCSD may make such determination regardless of whether such charges may have been dismissed, expunged, sealed, removed from the record, treated under "first offender" status or dead docketed. Any failure by Vendor to obtain a criminal

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background check for any Individual as required herein, may result in the termination of this Agreement without penalty to DCSD.

17. PERSONS UNDER INVESTIGATION: DCSD reserves the right to request that Vendor not permit any Vendor employee, agent or other of its service providers to provide services under this agreement if said person is under investigation for any wrongdoing. Vendor agrees to comply with any request from DCSD to remove said person as a service provider. Vendor agrees to cooperate with DCSD to the fullest extent practicable in any investigation of any actual or alleged misconduct of any Vendor employee or employer in connection with any activity arising out of this Agreement, including allowing access to interviews of Vendor's employees, agents or service providers or any documents related to alleged or suspected misconduct. Vendor agrees to inform DCSD within twenty-four hours that any of its service providers providing services under this Agreement have been arrested, convicted or sued (provided service of summons in a civil action) regarding any allegation related to the performance of their professional duties. Failure to comply with any of the foregoing requests will result in the termination by means of a material default by Vendor under this Agreement.

18. RIGHT TO AUDIT:

- A. Vendor shall maintain complete and accurate books and records with respect to services, costs, expenses, receipts and other information necessary to verify the scope or charges for any services and/or materials provided under this Agreement. Vendor understands and agrees that DCSD has the right to review documents and work in progress and to audit financial and other records pertaining to the performance of the Work under this Agreement, whether such records were prepared by Vendor or anyone else associated with the Work. At any time prior to the date which is six (6) years following the final payment under this Agreement, Vendor shall provide DCSD, at DCSD's reasonable expense, a copy of all such records within ten (10) business days of a written request from DCSD. At any time prior to the date which is six (6) years following final payment under this Agreement, DCSD's rights shall also include access at reasonable times to Vendor's facilities for the purpose of interviewing employees and inspecting and copying (at DCSD's reasonable expense) such books, records, accounts and other material which may be relevant to a matter under investigation. Vendor shall, at no cost to DCSD, furnish reasonable facilities and assistance for such review and audit. Vendor's failure to provide records or access within the time requested shall preclude Vendor from receiving any payment under this Agreement until such documents are provided. Vendor agrees to maintain such records for a period of six (6) years following final payment under this Agreement.
- B. To the extent that an audit by DCSD, DCSD's independent auditors or a designee of any of them, discloses excess charges inaccurately or improperly attributed to this Agreement by Vendor, Vendor agrees to remit the amount of the overpayment to DCSD within thirty (30) days after demand.

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19. USE OF STUDENT IMAGES: Written parental/caregiver permission must be obtained prior to the release, distribution, or publication of any kind of pictures, media, or recordings of individual minors, or from the parent/caregiver of each minor (or conserved adult) when groups of minors (and/or conserved adults) are depicted. Written permission must likewise be obtained prior to the release, distribution, or publication of any kind of pictures, media, or recordings of individuals over the age of 18 for any students that are not conserved.

20. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF VENDOR: To induce DCSD to enter into this Agreement, and with DCSD's express reliance thereon, Vendor hereby covenants, agrees and represents the following: Vendor is not in financial default in any respect that materially adversely affects any of its properties or businesses, operations, or condition, financial or otherwise, under any existing security agreement, mortgage, security deed, equity agreement, or other agreement or instrument to which Vendor is a party or by which Vendor is contractually bound; and there is no pending or, to the knowledge of Vendor, threatened claim, action, suit, investigation or other proceeding at law or in equity by or before any federal, state, local or other court or governmental agency that materially affects the financial condition or viability of Vendor as a going concern, and there is not any judgment, order, writ, injunction or decree of any such court or agency materially affecting the financial condition or viability of Vendor as a growing concern, or any properties or assets of Vendor (herein collectively referred to as "Material Actions"). Until such time as this Agreement is terminated, Vendor shall provide DCSD prompt written notice of any Material Actions.

21. ENTIRE AGREEMENT; AMENDMENT: The Contract Documents, including any and all exhibits attached hereto which are incorporated herein by reference, represents the entire understanding and agreement between the parties hereto relating to the Work and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. No amendment or modification to the Work or this Agreement or any waiver of any provision hereof shall be effective unless in writing signed by the party so to be bound thereby.

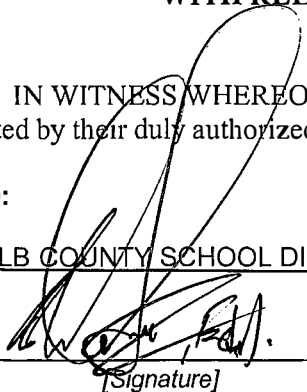
[signature page follows]

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IN WITNESS WHEREOF, the parties have caused this Cooperative Agreement to be executed by their duly authorized representative as of the date first set forth above.

DCSD:

DEKALB COUNTY SCHOOL DISTRICT

By: 

[Signature]

Dr. Norman C. Sauce III, Acting Superintendent

[Printed Name, Title]

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083

[Printed Address]

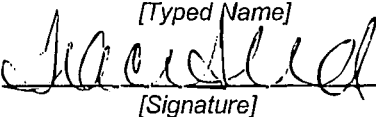
11/11/2025

[Date of Execution]

VENDOR:

SOUTHEASTERN SURFACES & EQUIPMENT, INC.

[Typed Name]

By: 

[Signature]

Tracie A. Ward, President

[Printed Name, Title]

569 Canal St.
New Smyrna Beach, FL 32168
1205 Peachtree Pkwy, Suite 1204

Gumming, GA 30041

[Printed Address]

10/30/2025

[Date of Execution]

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EXHIBIT B

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**AMENDMENT #1
TO
CONTRACT #081523-HSC**

THIS AMENDMENT is effective upon the date of the last signature below by and between Sourcewell and Hussey Seating Corporation (Supplier).

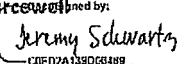
Sourcewell awarded a contract to Supplier to provide Event Seating and Staging Solutions with Related Accessories and Services to Sourcewell and its Participating Entities, effective October 5, 2023, through October 6, 2027 (Contract).

Supplier has updated its Administrative Fee terms, found in Line Item 37 under "Table 6: Audit and Administrative Fee." The current language is deleted in its entirety and replaced with the following:

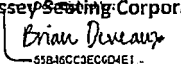
Supplier shall pay Administrative Fees to Sourcewell in accordance with the following:

- 1.5% Administrative Fee on annual sales \$0.00 - \$30,000,000
- 1.25% Administrative Fee on annual sales \$30,000,001 - \$100,000,000
- 1% Administrative Fee on annual sales \$100,000,001 and over

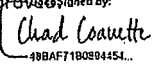
Except as amended above, the Original Agreement remains in full force and effect.

Signed by:

By: COFD2A1330C8489
Jeremy Schwartz, Chief Procurement Officer

10/18/2023 | 10:54 PM CDT
Date: _____

Signed by:

By: 55B46CC3EC6D4E1
Brian Deveau
CEO & President

10/19/2023 | 4:53 AM CDT
Date: _____

Approved by:

By: 48BAF71B0B94454
Chad Coquette, Executive Director/CEO

10/19/2023 | 7:18 AM CDT
Date: _____

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EXHIBIT C**

DocuSign Envelope ID: 4688FEB8-8735-4643-8F5B-84C3BD882315

081523-HSC



Solicitation Number: RFP #081523

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Hussey Seating Corporation, 38 Dyer Street Ext., North Berwick, ME 03906-6763 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal government entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Event Seating and Staging Solutions with Related Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires October 6, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. WARRANTY. Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity'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 Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, 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 Participating Entity at the time of purchase.

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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, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell 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 Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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- 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); and
- 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 Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity'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. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment 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 Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

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D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **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, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier 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, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. **Grant of License.** During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. **Use; Quality Control.**

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **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 Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. 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.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier 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.* Supplier 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), or equivalent. 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 liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier 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

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier'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, Supplier 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 Supplier'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 Supplier 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, Supplier 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 Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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. Supplier 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 Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. 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. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier 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 the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities 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. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier'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

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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. Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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).

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Supplier 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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 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, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier'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 Supplier'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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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**RFP 081523 - Event Seating and Staging Solutions with Related
Accessories and Services**

Vendor Details

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

Submission Details

Created On: Wednesday June 28, 2023 08:19:02
Submitted On: Tuesday August 15, 2023 06:59:45
Submitted By: Ron Bilodeau
Email: rbilodeau@husseyseating.com
Transaction #: 0ba46dfd-a955-4856-bfe8-8cca0cd7c2be
Submitter's IP Address: 207.215.137.116

Bid Number: RFP 081523

Vendor Name: Hussey Seating Company

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Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Num	Question	Response
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Hussey Seating Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Hussey Seating Company
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Hussey Advantage A Division of Hussey Seating Company Hussey Seatway A Division of Hussey Seating Company
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 5275 EI: FSLHDD5LRC17
5	Proposer Physical Address:	Hussey Seating Company c/o: Ron Blodeau, Marketing Manager, Product Innovation & Sale EDU 38 Dyer Street Ext North Berwick, ME 03906-6763 USA
6	Proposer website address (or addresses):	www.husseyseating.com
7	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 and, in the event of award, will be expected to execute the resulting contract):	Brian Deveau CEO & President Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA e. bdeveau@husseyseating.com t. +1.207.676.0299
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ron Blodeau Marketing Manager of Product Innovation & Sales EDU Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA e. rblodeau@husseyseating.com t. +1.207.676.0234

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9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sean O'Leary VP of Sales & Marketing Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA e. soleary@husseyseating.com t. +1.207.676.0370 Adam Pearson Director of Sales Operations Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA e. apearson@husseyseating.com t. +1.207.676.0386 Nick Hildings, Accountant II Sourcewell Quarterly Reports Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA e. nhildings@husseyseating.com t. +1.207.676.0213 Rene Hokinson, Accounts Payable Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA e. rhokinson@husseyseating.com t. +1.207.676.0210 Brian Harrington, Treasury & Credit Manager Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA e. bharrington@husseyseating.com t. +1.207.676.0302
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Table 2A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response
10	Provide a detailed description of the products, and services that you are offering in your proposal.	Hussey Seating Company, Your Partner for Seating Solutions, is an American-based sixth/seventh generation family-owned and operated company located in North Berwick, Maine, since 1835, 188 years. We work in a straightforward process, as our goal is to create a customer for life while providing the lowest product life cycle investment. We start the process by listening to the Sourcewell Members/Agencies' needs and desires; we then share and educate on our knowledge, global experience, trends, and potential solutions for discussion. Then it is time to Collaborate on the Right Solution with our Sourcewell Member/Agency while offering the following services and products to make the process easy and hassle-free. Our Services provided: Local Representation Exclusive Dealer & Direct Teams in your area New Projects, Renovation, or Complete Replacement Hussey offers local exclusive representation for sales and service in all US & Canada States and Provinces and a direct sales team for professional & collegiate venues. This provides our customers with an easy, hassle-free experience for the product's life. We aim to be part of and understand the local community's needs

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and desires and be available when our customers need us.
Hussey can collaborate directly with the customer saving additional customer investments by managing the product design and installation or work with the Sourcewell Members/Agencies selected design team (architect, contractor, consultants, etc.).

WHERE TO BUY | <https://www.husseyseating.com/find-a-dealer>

Design Consultancy | Free Service

At Hussey Seating, we start with a design meeting driven by our exclusive dealer or direct project development team to gain an understanding of the Sourcewell Member/Agency or their project design teams, needs and desires, identify critical objectives regarding products, conversion requirements, storage capabilities and space, patron/fan in-venue experience, project budget, project management, lead-times & installation/assembly and service and inspection requirements. This is a part of every project to align direction and expectations. Once complete, the Hussey team will leverage our experience and knowledge and provide potential solutions to assist with our collaborative discussions and decisions.

2D Proposal Drawings | Free Service

We complete 2D proposal drawings showing the recommended seating solutions, code-compliant layouts, seating/ADA capacities, and building dimensional requirements for collaborative discussions and decisions. This visual tool is excellent for helping validate a consistent agreed-upon vision while cross-referencing needs, desires / critical objectives.

3D Revit Renderings | Free Service

We complete 3D Revit Renderings for large-scale projects to best assist with capital fundraising campaigns/marketing and provide an enhanced real-life venue visualization.

HSC REVIT FAMILIES | <https://www.husseyseating.com/revit>

3D Chair Configurator [Design your Vision] | Free Self-Service

We're helping you bring your vision to life early in the process with a 3D Configurator that will let you visualize your design choices in real-time, create images, and download a custom specification - officially putting you in the driver's seat.

3D Chair Configurator [Design your Vision] | <https://www.husseyseating.com/build-your-chair>

Surface Materials for Color Boards | Free Service

Let us help you create your project design/color board with all the surface materials you require for surface material selections, polymer & powder coat color chips, laminates, wood veneer, hardwood samples & fabric swatches. Viewing actual surface material chips or production samples for final product color approvals is essential, do not approve colors from digital or printed selectors due to potential variations based on computer screen calibration, print quality, and natural wood variations.

Surface Materials for Color Boards | <https://www.husseyseating.com/surface-material>

Product Samples | Free Service during the project collaboration

Hussey Seating Company provides a product sample process for pre-sale and post-sale as required based on customers' knowledge and familiarity with our products or project specification requirements. Our exclusive dealers or direct sales team will provide samples when requested.

Technical Data | Free Service during the project collaboration

Hussey Seating Company provides project-specific product specifications in Word, RTF, or pdf format upon request. Our exclusive dealers or direct sales team will also provide the following as required.

- Product Warranty Details
- Environmental Data LEED V2.1
- Owner's Manuals

Production Submittal Drawings & Field Checks | Free Service

We complete 2D Submittal Drawings & Field Checks showing the final agreed-upon recommended seating solutions, code-compliant layouts, seating/ADA capacities, and building dimensional requirements for collaborative discussions and decisions. This drawing will assist in validating the final project decisions and actual field conditions before production and installation. Our exclusive dealers or direct sales team will collaborate with you during final approval.

3D Building Scans | Not Required on All Venues

Hussey Seating Company will complete 3D building scans on large venues with high-level design complexity. This helps streamline the design and collaboration process while providing a real-time dimensional resource for our design teams.

Project Management | Completed by Exclusive Dealers and Direct Team

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Hussey Seating Company will provide project management via our exclusive dealer network or our direct team to provide the customer with a single point of contact in the final project installation/assembly phases. Direct projects may carry a Project management line item depending on project size and complexity.

Regional Service Centers | Dealer & Direct Teams in your area
Hussey Seating Company provides Regional Service Centers at a Local and National level. Our certified centers/teams can perform the following for the product life cycle to help maximize your investment.

- Safety Evaluations
- Telescopic Seating Annual Inspections Required by Code
- Fixed & Portable Chair Inspections as Requested
- Annual Service, Maintenance & Repair

OUR PRODUCTS | Tip & Roll, Telescopic/Retractable Bleacher Seating Systems, Telescopic/Retractable Platform Seating Systems, Telescopic/Retractable Seating Solutions, Fixed Seating Solutions, Portable Seating Solutions

MAXAM 1™ | Tip & Roll/Portable Seating Solution

The next generation in portable bleacher seating is MAXAM 1™. Designed to be the safest and most comfortable portable bleachers available, MAXAM 1™ Portable Bleachers quickly bring the safety, comfort, and durability of large gym bleacher systems to almost any spot on your facility's campus.

One person. MAXAM 1™ Portable Bleachers are designed for quick & easy one-person transport and one-person operation. Hussey's legendary attention to detail means MAXAM 1™ was created with your environment in mind, whether fitting through tight doorways and onto elevators or providing the safest portable bleacher system to own and operate.

<https://www.husseyseating.com/tip-and-roll-bleacher/maxam1/>

MAXAM 2™ | Telescopic/Retractable Bleacher Seating System

Maximize your floor space and 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 to keep your indoor gymnasium accessible and in ADA compliance.

<https://www.husseyseating.com/telescopic-bleacher/maxam/>

MAXAM+™ | Telescopic/Retractable Platform Seating System

Designed 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+ will not disappoint.

<https://www.husseyseating.com/telescopic-seating/maxam-plus/>

MXP™ | Telescopic/Retractable Platform Seating System

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 customer's demand.

<https://www.husseyseating.com/telescopic-seating/mxp/>

Hussey Seatway™ | Telescopic/Retractable Platform Seating System

For "Black Box" auditoriums, worship, 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.

<https://www.husseyseating.com/telescopic-seating/seatway-tp/>

Telescopic/Retractable Seating Solutions

Quattro 2™ Forward Tilt

The Quattro Classic Series blends the comfort of a premium auditorium chair with the flexibility of a telescopic seating platform, making these high-value locations truly the best seats in the house. Designed to decrease labor costs and changeover time, platforms with Quattro Classic can efficiently change from stored to event-ready, with each staff member operating rows of up to 14 chairs at a time for a single operator. Requires a Minimum Rise of 4".

Quattro 2™ Forward Fold

The Quattro Classic Series blends the comfort of a premium auditorium chair with the flexibility of a telescopic seating platform, making these high-value locations the best seats in the house. Designed to decrease labor costs and changeover time, platforms with Quattro Classic can efficiently change from stored to event-ready, with each staff member operating rows of up to 14 chairs at a time for a single operator. Requires a Minimum Rise of 16".

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Quattro ® Nose Mount

The Quattro Classic Series blends the comfort of a premium auditorium chair with the flexibility of a telescopic seating platform, making these high-value locations truly the best seats in the house. Designed to decrease labor costs and changeover time, platforms with Quattro Classic can efficiently change from stored to event-ready, with each staff member operating rows of up to 14 chairs at a time for a single operator, 22 chairs with two operators. Minimum Rise of 8"

Arts PC Series

The Arts PC Series blends the comfort of a premium auditorium chair with the flexibility of a telescopic seating platform, making these high-value locations truly the best seats in the house. Designed to decrease labor costs and changeover time, platforms with Quattro Classic can efficiently change from stored to event-ready, with each staff member operating rows of up to 14 chairs at a time for a single operator, 22 chairs with two operators. Minimum Rise of 8"

Gallery 3 Collection

Gallery 3 chairs on retractable or telescopic platforms provide quality seating for any event. Available in lift assist and automatic folding applications on MAXAM+, MXP, and Hussey Seatway telescopic platforms, Gallery 3 chairs are enveloped in quality fabric to highlight the design of your space. Often found in performing arts center seating or in college and university lecture halls with tablets, the stylish Gallery 3 chair provides versatility without sacrificing style. Minimum Rise of 9 5/8"

Metro Collection

Sleek, slim, and easy to install, the Metro™ Collection is a giant leap toward getting the most out of your facility. Metro allows perfect continuity throughout a facility in both telescopic and fixed versions. Metro features whisper-quiet seat operation and fits in an amazingly tiny 5 1/2" (140 mm) stored envelope. Minimum Rise of 9 5/8"

Premia Collection

With a sprung foam seat and back, the durable, space-saving, and exceptionally strong clam-shell design seat with a high-quality upholstered finish offers immense comfort in a small package. This low-maintenance chair with a folding backrest offers innovative ergonomic comfort in a compact individual chair with semi-automatic, auto-fold operation. Also available in a polymer version, Minimum Rise of 9 5/8"

Club Bench Series

The Club Bench is a telescopic seating solution with an optional integrated backrest; the seat and back surfaces are upholstered with cut foam and stylish fabrics to create an enhanced seating solution on a telescopic platform. Minimum Rise of 10"

CourtSide XC10

CourtSide XC10 incorporates a unique fore to aft contoured seat and a gradual "waterfall" curve on the forward edge that reduces pressure to the sensitive region of the thighs regardless of the leg position. 10" (254 mm) wide. 100% recyclable.

CourtSide XCS12

The world's only ergonomically designed gym seat module, the CourtSide XCS12 provides an individualized compound contoured seat that incorporates modern styling, dual texturing, and waterfall edges. 12" (305 mm) wide and manufactured from 100% recyclable materials, the CourtSide is the perfect blend of ergonomic comfort, modern design, performance, and value.

Classic Wood

All our wood boards are finger-jointed Southern Pine Grade "B&B," the finest available. Each is triple sanded and finished with two separately UV cured coats of urethane.

Quattro ® Collection | Fixed Seating Solutions

From top to bottom, every aspect of the Quattro Collection has been designed to balance form and function in beautiful new ways. While you may opt for available end panels, Quattro Collection's stanchions are designed to be so captivating they can stand all on their own.

Quattro ® Traditional Collection | Fixed Seating Solutions

A perfect blend of old and new, the Quattro Traditional Collection has a traditional stanchion and end panel, providing an elegant solution for those who prefer a more classic look. It is also a perfect solution when retrofitting to match an existing décor.

Art Series

Imagine your space with an elevated level of elegance – we have a solution for you. Say hello to refined aesthetics, natural materials, luxe fabrics, and design

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customizations that push your venue into the 'exceptional' category. The Quattro Art Series by Hussey Seating Company delivers just this fit, finish, and appeal. Plus, we have made this distinguished look accessible and affordable for any place people gather.

Designer Series

As elegant as it is functional, the Designer Series seat style combines rich wood or laminate tones and plush upholstered seats to offer the ultimate in fixed spectator seating. A simple, yet stunningly smooth back design creates an amazing visual effect from the back of the venue, while the luxurious upholstery and quilting options demand attention from the front. Not only will your events 'wow' the crowd, so will your Designer Series seating.

Classic Series

Timeless style, great looks and a durable polymer outer panel make the Classic Series fixed Quattro seat an excellent choice for any venue. It is a true multi-purpose classic that is comfortable, durable, and attractive. Dress it up with one of our many luxury upholsterys, handsome quilting designs, and chic stanchion color combinations.

SoftSide Series

Make a statement without making a sound with the Soft Side Series seat. Envelop spectators in fully upholstered comfort, absorbing audience noise while seating guests in style. Precision, elegance, and luxury are the hallmarks of these fixed seats, ideal for auditorium, lecture hall, theater, and performing arts seating.

Performance Series | Polymer

Discover seating as versatile as it is durable, attractive, and safe. Sports arenas, entertainment venues, or educational facilities - the Quattro® Performance Series is comfortable in any setting. This affordable seating solution is designed for performance with an eye for beauty and style. And because Quattro Performance Series seats are interchangeable with other Quattro products, they are easy to upgrade or mix and match. You can easily create tiered seating from polymer to plush while maintaining a singular aesthetic style.

Performance Series | Plyform

Blending classic plywood design with advanced Hussey performance and safety, the Quattro® Performance Series Plyform stands up to the rigors of your school environment. The seats and backs are made from 11-ply cross-banded plywood. Flat-sided traditional oval steel stanchions add strength as well as style. Plus, our signature seat back design extends below the seat to keep toes from getting pinched.

All Performance Series chairs are available with optional tablet arm, including our new TR-1 Tablet when equipped with our Traditional steel stanchion. The TR-1's large (110 Sq.In.) tablet slots completely within the chair space, and yet provides more seating space for the user when in use than traditional tablets. It is panic proof operation.

Sports & Entertainment Collection | Fixed Seating Solutions

Fusion Collection

The Fusion seat is the successful result of years of product development and testing. Combining the best features of two prior models - the invincible strength of the Olympiad and comfort of the Medallion - Fusion was born. Designed to stand up to the elements and rigors of a demanding sports and entertainment venue, Fusion seats will last season after season. Plus, the Fusion seat is contoured for ergonomic support to improve the spectator experience. And with contemporary lines and a smooth, polished surface, the seat looks as good as it feels. Sturdy solid cast aluminum stanchions are rust-proof and remain cool to the touch, even under the hot sun. Ductile cast iron hinge arms and threaded steel metal-to-metal fasteners add durability. For extra comfort and style, the seat features no exposed hardware, and the through bolts on the back are recessed. Choose from a wide range of standard or custom colors to complement your stadium and team colors. For greater flexibility, we offer a complete line of accessories and custom options.

Legend Collection

Ballpark seating gets a new lease on life with the classic Hussey Legend. Designed for comfort, durability and value, the Legend is equally at home in minor-league ballparks and schools as it is in big-league stadiums and arenas. Beyond the ballpark, Legend can be a versatile choice in many different venues, including indoor facilities.

Legend™ features a durable, blow-molded slatted back with a durable polymer seat. Available with padded or upholstered seats. Includes detailed cast iron standards that can be customized for your facility with an integral cast logo. Choose from a wide range of standard or custom colors to complement your stadium and team colors.

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Perfect for private and public spaces both inside and out, the Legend's classic design and comfort is the right choice for large and small areas alike. The Martha Wren Briggs Amphitheatre is situated on the banks of Lake Malcocha and is home to concerts, wedding ceremonies and parties. Beyond the ballpark, the Legend can be a versatile choice in many different seating applications.

Quattro @ Xtreme

Make an impact on your most important revenue-generating guests with luxurious fixed seating with the durability needed for your open-air seating. We will help you create a custom layout that will impress even your most exclusive guests. Stylish and durable, this seat combines the luxury and comfort of an upholstered indoor chair seating, so it is easy to create a first-class suite your venue.

Premium Sport & Entertainment Seating

Baco Premium

Olympo Premium

Scarlet Premium

SpaceMAX Premium

Portable Seating Solutions

MAXAM1™ | Tip & Roll/Portable Seating Solution

The next generation in portable bleacher seating is MAXAM 1™. Designed to be the safest and most comfortable portable bleachers available, MAXAM 1™ Portable Bleachers quickly bring the safety, comfort, and durability of large gym bleacher systems to almost any spot on your facility's campus.

One person. MAXAM 1™ Portable Bleachers are designed for quick & easy one-person transport and one-person operation. Hussey's legendary attention to detail means MAXAM 1™ was created with your environment in mind, whether fitting through light doorways and onto elevators or providing the safest portable bleacher system to own and operate.

<https://www.husseyseating.com/tip-and-roll-bleacher/mexam1/>

Metro Logix

Metro Logix Removable Seating allows theater quality seating in formatted rows for floor applications. The logix system is lightweight, robust, and easy to layout. Also available for Metro chairs this system provides continuity of design and extends your seating applications from tiered telescopic seating to floor seating. Ideal for auditorium seating, arenas and multipurpose facilities, these formatted seating rows eliminate any potential row 'snaking.' After use, the system can be quickly demounted and stored onto lightweight storage trolleys.

Gallery 3 Logix

Gallery 3 Logix Removable Seating allows theater quality seating in formatted rows for floor applications. The logix system is lightweight, robust, and easy to layout. Also available for Metro chairs this system provides continuity of design and extends your seating applications from tiered telescopic seating to floor seating. Ideal for auditorium seating, arenas and multipurpose facilities, these formatted seating rows eliminate any potential row 'snaking.' After use, the system can be quickly demounted and stored onto lightweight storage trolleys.

Portable Stacking Quattro

Flexible ADA Capacity On-Demand. Our Stacking Quattro combines the convenience and flexibility of traditional portable stacking chairs with the style and comfort you expect in an upholstered auditorium chair. The Stacking Quattro maintains your room's aesthetic while providing the ability to accommodate ever-changing demand for ADA and companion seating capacity. Stacks four high on our optional transport cart for easy storage.

Accessories |

Hussey Seating Company also offers a complete line of option and code-compliant accessories for Telescopic/Retractable and Fixed/Portable Seating Solutions.

ETO | Engineer TO Order Product Customization

Hussey Seating Company also offers product customization/solutions to meet the unique venue/project challenges that surface in Telescopic, Fixed and Portable Seating Integration. These may include players' tunnels, elephant doors, spanner decks, radiused riser mount fixed seating, etc.

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11	What levels of service (material only, turnkey, other) are being proposed?	If granted the privilege of another Sourcewell-awarded contract, Hussey Seating Company will continue to offer our successful turn-key solution to the Sourcewell Members/Agencies. Our turn-Key Solution offers a range of benefits to our Sourcewell Members/Agencies seeking a comprehensive and hassle-free approach to their projects or services. Here are some key benefits of choosing a turnkey solution: - Simplicity and Convenience: With a turnkey solution, our clients have a single point of contact and responsibility for the entire project. This simplifies their experience by eliminating the need to manage multiple contacts and coordinate various aspects. - Time Savings: Turnkey solutions are designed to save our clients time by us the vendor handling all project phases, from planning and design to execution and delivery. This lets clients focus on their core business activities without getting bogged down in project management details. - Expertise and Specialization: In each project phase, we have specialized expertise. Our clients benefit from the knowledge and experience of professionals well-versed in various aspects of the project, ensuring high-quality outcomes. - Reduced Risk: By entrusting the entire project to Hussey Seating as a turnkey provider, clients minimize the risks associated with coordinating multiple vendors and navigating potential communication gaps. Hussey Seating Company, the awarded contract holder, assumes accountability for the project's success. - Cost Efficiency: Turnkey solutions optimize processes, reduce inefficiencies, and avoid unexpected expenses from managing various aspects individually. - Quality Control: Turnkey Providers often have robust quality control measures. We will ensure that each project phase meets established standards and that the final deliverable meets client expectations. - Customization: Despite providing a comprehensive solution, Hussey Seating can tailor our approach to meet each specific needs and preferences. This allows for flexibility while maintaining the benefits of a unified solution. - Streamlined Communication: Communication is streamlined since members/agencies interact with a single entity (Hussey Exclusive Dealer or Hussey Direct Team). This reduces miscommunications, misunderstandings, and potential conflicts when coordinating multiple parties. - Faster Project Completion: With a dedicated team handling all phases of the project, turnaround times are often faster than managing each component separately. This is particularly beneficial for time-sensitive projects. - Accountability: As a turnkey provider, Hussey Seating is accountable for the entire project's success. If any issues arise, members/agencies have a single entity to address, making problem-solving more efficient. - Comprehensive Support: Turnkey solutions often include post-project support, ensuring clients receive assistance with post-implementation challenges or adjustments. - Peace of Mind: Clients can know that their project is in the hands of Hussey Seating professionals committed to delivering a successful outcome. Overall, a turnkey solution offers an integrated approach that simplifies the client experience, enhances project efficiency, and minimizes the complexities and risks of managing multiple vendors.
12	Does the response include Installation services?	Yes, our telescopic/retractable, fixed, and portable seating require onsite product installation and assembly service by factory-certified or trained personnel and are included in this proposal. - Telescopic/Retractable Seating Systems Hussey Seating Factory Certified - Fixed Seating Hussey Seating Educated/Trained - Portable Seating Hussey Seating Educated/Trained
13	If the answer to Line 12 above is Yes, describe in detail the following elements (Lines 14-16) of installation services.	PER ADDENDUM NO.1 REFERENCE LINES 14-16 BELOW.

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14	How does the Participating Entity select an installer?	The Sourcewell Participating Entity Does Not Select an Installer; our telescopic/retractable, fixed, and portable seating requires onsite product installation and assembly service by factory-certified or educated/trained personnel, which are included in this proposal. Our Exclusive Dealers, Direct Teams, and Hussey Regional Service Teams will leverage their four in-house Factory-Certified, Educated /Trained installation/assembly teams as included in the proposed pricing. - Telescopic/Retractable Seating Systems Hussey Seating Factory Certified - Fixed Seating Hussey Seating Educated/Trained - Portable Seating Hussey Seating Educated/Trained At Hussey Seating, we take Safety Seriously and live by our Mantra "ZERO TODAY" Arrive Safe, Work Safe, Leave Safe. This helps ensure All people are safe and Our Telescopic Seating Systems, Fixed/Portable Seating Solutions are Safe to use and operate when installation is complete. At the same time, we constantly focus on Risk Mitigation and maintenance of our World Class Product Safety Record.
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	Hussey Seating Company has a requirement within our Exclusive Dealer Agreement and developed/executed a formal Hussey University CEU Telescopic Certification Program, which requires all Onsite Lead Installers to hold current certifications to manage the installation team, conduct customer safe operation training, and complete project acceptance/turnover and project warranty registration documentation with the customer for any Hussey Related Telescopic Seating Systems. All Hussey Exclusive Dealers maintain multiple Factory Certified, Educated/Trained Personnel for New, Renovation, and Service Contracts. As well we do the same for our Direct Hussey Teams. All teams are properly licensed and insured for the States where they conduct business by all required laws. At Hussey Seating, we take Safety Seriously and live by our Mantra "ZERO TODAY" Arrive Safe, Work Safe, Leave Safe. This helps ensure Our People and Our Telescopic Seating Safety Record and Fixed/Portable Seating Solutions are Safe. At the same time, we constantly focus on Risk Mitigation and maintenance of our World Class Product Safety Record.
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	No, As indicated above, we believe it is in the best interest of Hussey Seating Company, Sourcewell's Members/Agencies, and their guests that our products are installed and assembled by Hussey Factory Certified, Educated and Trained Experts. If we have a customer who pushes for an alternate installation team, we can discuss their requirements of utilizing an alternate Hussey Factory Certified Installer to complete their project if necessary. Our Product Warranty, and Product Liability Insurance, all rely on having products installed, inspected, and serviced by a Factory Certified, Educated/Trained Personnel/Installation team.

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Table 2B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of products or services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
17	Grandstands, bleachers, angle frame structure, tube and channel structure, I-beam structure, telescopic seating, arena seating, loge seating/suites/club, long span aluminum, bench seating, fixed, portable/flip and roll, fixed or mobile risers, platforms, modular and portable stages;	☒ Yes ☐ No	In Hussey Seating Company's proposal, we are offering the following: Grandstands, bleachers, tube and channel structure, I-beam structure, telescopic seating, arena seating, loge seating/suites/club, bench seating, fixed, portable/flip and roll, fixed or mobile risers, platforms, modular and portable stages.
18	Related event accessories including press boxes, concession stands, ticket booths, media platforms, acoustical shells, stair units, guardrails, skirting, crowd control barriers, bleacher end curtains, access ramps and supports, rigging systems, score keeping tables, seat and row tags, chairs, railings, tables, aisle and/or step lighting, all of which must be incidental or complementary to the offering of the solutions described in Line 17 above;	☒ Yes ☐ No	In Hussey Seating Company's proposal, we are offering the following related event accessories which are incidental or complementary to the offerings of the solutions listed: press boxes, media platforms, stair units, guardrails, skirting, bleacher end curtains, access ramps and supports, score keeping tables, seat and row tags, chairs, railings, tables, aisle and/or step lighting, all of which must be incidental or complementary to the offering of the solutions described in Line 17 above;
19	Related services including pre-construction/design, installation, safety inspections, repair, renovation, refurbishment, assembly, and re-manufacture or retrofit services for the solutions described in Line 17 above; and,	☒ Yes ☐ No	In Hussey Seating Company's proposal, we are offering the following related services: pre-construction/design, installation, safety inspections, repair, renovation, refurbishment, assembly, and re-manufacture or retrofit services and safety evaluations & service contracts.
20	Proposers may also include rental equipment or accessory solutions complementary to the solutions described in Line 17 above.	☐ Yes ☒ No	N/A

Table 3: Pricing Offered

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

Table 4: 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 *
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22	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.	Hussey Seating Company is proposing a continuation of our percentage discount off our Sourcewell line-item pricelist and additional volume discounts based on project size by product category for consideration and inclusion in our proposal. To improve efficiency and reduce our environmental impact, Hussey Seating will only offer digital pricelists in PDF or Excel format as requested by Sourcewell and their Members/Agencies as required. Our pricelist will include: The product ordering instruction tab restates the proposed inclusion for each product category: Telescopic/Retractable Seating Product Freight Installation/Assembly and Product Line % Discount Fixed Seating Product Freight Installation/Assembly and Product Line % Discount Portable Seating Product Freight Installation/Assembly and Product Line % Discount The product category tabs will provide the following: Volume Discount Pricing based on Product Category and Project Seat Quantity. Detailed Line-Item Descriptions Unit of Measure List Price Discount % Sourcewell Net Price NEW Sourcewell Quote Worksheet Tab: The project Quote Worksheet tab will provide Sourcewell's Members/Agencies & Hussey Seating Company a straightforward way to collaborate and communicate the project configuration, line-item details, and discounted not to exceed ceiling-based Sourcewell pricing. Specific configurations, volumes, and delivery locations may provide a lower price in specific scenarios than our price sheet. If so, additional savings will be passed along to our customers via an additional discount when that is the case. Hussey Seating also provides insight into leasing opportunities via NCL Government Capital within our Quote Work Sheet. Our proposed NEW Hussey Seating Company Sourcewell Pricelist in Excel format is uploaded for review and consideration: File Name: Hussey Seating Company Sourcewell Contract Price List Effective 4DEC2023
23	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	Hussey Seating Company's Sourcewell proposal includes installation service in all our product categories, including Telescopic/Retractable Seating Solutions, Fixed Seating Solutions & Portable Seating Solutions. Our Sourcewell list pricing includes detailed line-item options for the following: Non-Union Pricing Delivered & Installed/Assembled and Prevailing Wage/Union Price Delivered & Installed/Assembled Regarding prevailing wage rates, we have completed an analysis and taken a blended approach to simplify the pricing model. We will utilize additional discounts when required to address any specific prevailing wage requirements. All Hussey Exclusive Dealers maintain multiple Factory Certified, Educated/Trained Personnel for New, Renovation, and Service Contracts. As well we do the same for our Direct Hussey Teams. All teams are appropriately licensed and insured for the States where they/we conduct business by all required laws.
24	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.	Hussey Seating Company is proposing a continuation of our percentage discount off our successful Sourcewell line-item pricelist and additional volume discounts based on project size by product category for consideration and inclusion in our proposal. Our proposal is submitted with a 40% discount on the Hussey Seating Company Sourcewell Price list for your review and consideration.

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25	Describe any quantity or volume discounts or rebate programs that you offer.	Hussey Seating Company is proposing a continuation of our volume discount off our successful Sourcewell line-item pricelist by product category for consideration and inclusion in our proposal. Our proposal is submitted with volume-based discounted line items identified by product category and seating quantities. Telescopic/Retractable Seating Solutions Volume-based Discount Seating Ranges & Line Items 0 - 400 seats 400 - 600 seats 600 - 1200 seats 1200 - 1800 seats 1800 - 2000 seats 2000 - 2400 seats 2400 - 3000+ seats Fixed and Portable Seating Solutions Volume-based Discount Seating Ranges & Line Items 25 - 149 seats 150 - 249 seats 250 - 749 seats 750+ seats
26	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.	Hussey Seating Company proposes to supply a specific quote for any sourced, open market, or non-standard product requested by the Sourcewell Member/Agency, which is project specific and that the products or services are considered an incidental product that is secondary to the primary purchase from the price list and within the scope of the RFP 081523 Event Seating and Staging Solutions with Related Accessories and Services. Our quote development process will follow the same guidelines and pricing principles leveraged in developing our submitted Sourcewell proposed price list.
27	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.	Hussey Seating Company is proposing a continuation of our percentage discount off our successful Sourcewell line-item pricelist and additional volume discounts based on project size by product category. The Hussey Seating proposed price list all inclusive of Product, Delivery, and Installation/Assembly; there are no elements of the total cost of acquisition that are NOT included.
28	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A
29	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Hussey Seating Company proposes to supply a specific freight quote for any products shipping to Alaska, Hawaii, or US Territories. As identified above, we will process these delivery destinations like sourced goods, open market, or non-standard products requested by the Sourcewell Member/Agency. Our quote development process will follow the same guidelines and pricing principles leveraged in developing our submitted Sourcewell proposed price list. To help jump start and sell into the Canadian provinces, Hussey Seating will provide all shipments to Canada utilizing our successful Sourcewell line-item price list.
30	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Hussey Seating Company's unique distribution and/or delivery methods or options this proposal offers a focus on large-scale (Major Projects) Direct Sales. Hussey Seating understands the need for professional venues to be actively generating revenue to offset new, repair, or renovation investments. Hussey Seating Company can provide delivery and installation/assembly around your Sourcewell Member/Agencies program schedule, minimizing venue downtime and maximizing their uptime and profitability. This type of service is not required on all projects, yet we find our major league and college sports venues value this benefit and unique offering.

Table 5: Payment Terms and Financing Options

Line Item	Question	Response
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31	Describe your payment terms and accepted payment methods.	Hussey Seating Company would like to propose extending the payment terms of our current Sourcewell/Hussey Seating contract to any newly awarded contract. Payment on all Hussey Seating Company's or Exclusive Dealers on behalf of Hussey Seating Company invoices shall be executed by the Sourcewell Member/Agency in U.S. dollars within thirty (30) days of the date of each such invoice. Additionally, Hussey Seating reserves the right to negotiate any additional terms and conditions proposed by the Sourcewell Member/Agency.
32	Describe any leasing or financing options available for use by educational or governmental entities.	Hussey Seating Company has promoted leasing and financing using the Awarded Sourcewell Contract Holder of NCL Government Capital Contract #011620-NCL for the past five-plus years. We have built a strong relationship with Chris and Katie of NCL and call upon them as required. We promote and discuss leasing via our Government Link on our home page. NCL Government Capital Flexible Municipal Financing Options For over 20 years, NCL Government Capital has specialized in providing competitive equipment financing programs for municipalities and public education entities across the nation. We offer the only competitively bid financing contract awarded by Sourcewell (formerly NJPA), the largest government purchasing cooperative of its kind in the country. We are here for you from start to finish. When it's time to purchase new equipment, you can expect one-on-one service tailored to your project's specific needs. https://www.husseyseating.com/procurement-contracts also, within this page, we provide a direct link back to NCL Government Capital https://nclgovcap.com/ Additionally, we promote leasing via the following: Social Media, Sales Presentations and Collaborative Discussions, Trade Shows & Conferences, Hussey University Dealer & Internal Training, and Integration into our New Sourcewell Quote Worksheet. NCL has also presented the benefit and process of leasing our type of products during our Monthly Hussey Connections Exclusive Dealer Webinar as well they have attended and presented at our National Annual Exclusive Dealer Meeting, Hussey Connect.

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33	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Hussey Seating Company proposes we continue to provide our successful Sourcewell process of transaction regarding Telescopic/Retractable, Fixed, and Portable Seating Solutions and Services with our Sourcewell Members/Agencies. Our projects/products are "made to order," each project, and each venue requires a unique solution. The solutions have a unique product configuration and selection of surface material finishes, not represented on standard order forms, due to complexity and configuration rules. We start the transaction with a collaborative discussion between a Hussey Exclusive Dealer or Our Direct Team and the Sourcewell Member/Agency to understand best the customer's desires and needs, we then educate the customer on what is possible, and what are the past, current, and future trends. Once complete this collaborative discussion translates into code-compliant proposal drawings with designer color boards to best communicate the proposed solutions. The proposed product solutions are quoted into our product configurators and provided to our Hussey Exclusive Dealers or Direct Team with an associated Hussey Seating Sourcewell Quote Worksheet. Our Hussey Seating Exclusive Dealers or the Hussey Direct Team provide the Sourcewell Member/Agency a Quote presenting the Sourcewell Contract Pricing and the code-compliant proposal drawings with designer color boards, and the collaborative discussion continues. Typically, the Sourcewell Member/Agency will sign the PO to start the process and follow up with a formal PO in reference to the Quote with all the proper identification. As indicated prior we are willing to entertain Sourcewell Members/Agencies' specific terms and conditions on project-specific bases. At this time there is still the ability to apply for change orders if required due to field check issues or customers' desire to implement a change, at which time Hussey Seating would issue a change order via our Exclusive Dealer Network or Direct Sales Team based on Sourcewell Contract Pricing. The order continues into submittal which is detailed production drawings for final approval and "made to order" product configuration. The next documentation for the customer will be an invoice for the project upon installation completion and project transfer. During this time the project documentation will include a project sign-off and product/project warranty registration.
34	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Hussey Seating Company Direct Sales do not accept Procurement Cards (P-Cards), or Credit Cards represented by one of the major credit cards (Visa, MasterCard, American Express, and Discover) at the time of purchase. Hussey Exclusive Dealers, which also process Sourcewell orders and project payments on this contract, may accept Procurement Cards (P-Cards) represented by one of the major credit cards (Visa, MasterCard, American Express, and Discover) at the time of purchase. This offering may depend on order size, which may be negotiated between Sourcewell Member/Agency and Participating Hussey Seating Exclusive Dealer.

Table 6: Audit and Administrative Fee

Line Item	Question	Response
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35	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 participating entities 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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Hussey Seating Company proposes we maintain our current Self Audit Process for collecting and reporting Awarded Sourcewell Contract Orders, which is as follows: 1. At the time of Our Collaborative Discussion with the Sourcewell Member/Agency, we discuss Sourcewell Contract as an option for the purchase and provide them with their Sourcewell Member Number, historical sales data [Hussey Due Diligence: to show them if they are using the contract] or a link to Hussey Seating or Sourcewell websites to learn more about the opportunity and advantages the Sourcewell Procurement Contract Offers. 2. The Hussey Exclusive Dealer or Direct Project Team will provide the following in our configurator: a. Sourcewell Quote Required in System b. Dealer/Direct Quote to Sourcewell Member MUST INCLUDE the following Pricing Based on Sourcewell Awarded Contract #081719-HSC Member Number c. Dealer/Direct MUST PROVIDE Hussey Seating a copy of the Sourcewell Members Purchase Order to the Dealer/Direct. d. Sourcewell Member Purchase Order MUST INCLUDE the following: Pricing Based on Sourcewell Awarded Contract #081719-HSC [NEW CONTRACT NUMBER] & Member Name Sourcewell Member ID Number e. Dealer/ Direct MUST PROVIDE Hussey Seating a copy of the Sourcewell Dealer Quote to the Customer at the time of Order. FINAL WORKSHEET 3. Once we transfer from Quote to Order, all data within the system allows us to measure the Sourcewell Metrics identified in question #36, which translates into our Quarterly Sales Report to Sourcewell. 4. Nick Hildings's documents and completes Hussey Quarterly Sales Reports with proper administration fees. I review and submit Sourcewell Quarterly Sales Report and complete payment disbursement request by Ron Bilodeau. Rene Hokinson submits the payment to Sourcewell in accordance with the Quarterly Sourcewell Sales Report. Nick Hildings, Accountant II Sourcewell Quarterly Reports e. nhildings@husseyseating.com t. +1.207.676.0213 Ron Bilodeau Marketing Manager of Product Innovation & Sales EDU e. rbilodeau@husseyseating.com t. +1.207.676.0234 Rene Hokinson, Accounts Payable e. rhokinson@husseyseating.com t. +1.207.676.0210 Any related questions to the Quarterly Sourcewell Sales Report shall be directed to Ron Bilodeau identified above.
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36	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.	Hussey Seating Company proposes we maintain our current Sourcewell Awarded Contract internal metrics for our Hussey exclusive Dealers and Direct Project Team. Current Sourcewell Awarded Contract Metrics All Hussey Seating/Sourcewell metrics are reviewed by Order Date [Date Entered] & Wanted Delivery Date [Date Delivered/Invoiced] Quote Activity Date By Hussey Exclusive Dealer & Salesperson Hussey Direct Project Team & Salesperson By State and Province By Sourcewell Member By Vertical Additional Data Includes - # of Seats # of Projects Internal Sourcewell Quote Price Sourcewell Quote Price Internal Sourcewell Quote vs Hussey Quote Activity Order Activity Date By Hussey Exclusive Dealer & Hussey Direct Project Team By State and Province By Hussey Exclusive Dealer & Sales Person Hussey Direct Project Team & Sales Person By State and Province By Sourcewell Member By Vertical Additional Data Includes - # of Seats # of Projects Internal Sourcewell Selling Price Sourcewell Selling Price Internal Sourcewell Orders vs Hussey Order Activity We also maintained a monthly cross reference of the above starting in FY 2015 (APR 2014 - MAR 2015) The metrics above allow us to see where we are successful, where we need development, and where additional education with our teams and/or our customers may be beneficial.
37	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.)	Hussey Seating Company would like to propose the following options for the Sourcewell administration fee for facilitating, managing, and promoting the Sourcewell Contract if Hussey Seating is awarded another Sourcewell Contract. Option 1: 1.5% Administration Fee Sourcewell Quarterly Sales Report \$0.00 - \$1,000,000 1.25% Administration Fee Sourcewell Quarterly Sales Report \$1,000,001 - \$5,000,000 1% Administration Fee Sourcewell Quarterly Sales Report \$5,000,001+ Option 2: 1% Administration Fee Sourcewell Quarterly Sales Report \$0.00+ [All Reported Sourcewell Sales] Any related questions to the proposed administration fee shall be directed to Ron Blodreau.

Table 7: Company Information and Financial Strength

Line Item	Question	Response
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38	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.	Hussey Seating Company A sixth and seventh-generation family-owned business. Founded in 1835, Hussey Seating Company is a world leader in developing and manufacturing public seating solutions for education, gymnasiums and auditoriums, stadiums, arenas, performing arts, places of worship, corporate, judicial, and esports venues. Hussey products are in more than seventy-five countries. They are available from more than 120 representative dealerships worldwide, some of whom have offered the company's products for over 54 years. Hussey manufactures globally and employs approximately 300+ people, primarily located at its North Berwick, Maine Corporate Headquarters. In 2022, company sales were over \$140+ million. Culture, Vision, and Values Hussey Seating Company is in the sixth and seventh generation of family ownership. We are a company built on innovation - William Hussey founded the company when he introduced a fundamental improvement to the horse-drawn plow to help his customers, the local farmers, overcome one of their biggest challenges - the rocky soil here in New England. That core concept - understanding our customer's unique challenges and opportunities and developing solutions to meet them - is the key to our success today. But here is our secret: We're not a manufacturing center. We are an innovation center. Today, we make seats for all audience venues, from high school gymnasiums to world-class stadiums, arenas, and convention centers. We have invested in state-of-the-art manufacturing capabilities at our headquarters in North Berwick, Maine, USA, and at our satellite facilities worldwide. We have telescopic/retractable gym bleachers and platforms, fixed and portable auditorium seating, stadium and arena chairs, and portable seating offerings. We pride ourselves on providing safe, most reliable seating products you can buy that deliver exceptional value to our customers through years of demanding use and performance. Our years of experience collaborating with customers like your Sourcewell Members/Agencies sets us apart. This experience taught us that each venue and customer have unique 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 our product for the long haul. At Hussey Seating, we have been doing that for 188+ years and always will. For years, our tagline has been "Your partner for seating solutions," which sums up our approach well. We do our best work for you when we work collaboratively from design through installation, maintenance, and service over the product's life. A true partnership that realizes your vision, delivers value and creates the best possible guest experience. For almost 200 years, our goals have not changed: We are a family business in it for the long run We operate with honesty and integrity We care about and empower the people we work with Global Reach and Locations Hussey has products on every continent; even a science center in Antarctica features Hussey products and has been selling overseas for over 50 years. For a complete listing history visit: https://www.husseyseating.com/about-us/history
39	What are your company's expectations in the event of an award?	Hussey's corporate expectations of an awarded Sourcewell Contract: Our overall goal, if awarded, is to continue to grow our ability to offer public agencies and non-profits functional products with the latest designs and highest quality. Our ability to listen and understand the customer's needs and desires will continue to be one of our main goals in the relentless drive to make the Customer's experience with Hussey Seating effortless, easy, and hassle-free. With the continued partnership with Sourcewell, we will continue growing our presence within these our core markets. Sourcewell has consistently demonstrated the importance of support to awarded vendors. By sharing and enhancing the same core values, we can continue to grow our Educational and Government accounts by making them aware of the benefits of Sourcewell and Hussey Seating Company. - Continue Sourcewell Engagement & Growth with Our Hussey Exclusive Dealer & Direct Sales Teams - Continue Internal/External Training regarding Sourcewell Contract Positioning, Value, and Benefit - Continue to Position Our Awarded Sourcewell Contract as our Primary Contract for Our Customers

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40	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 is financially strong and a fiscally responsible company. In FY23 we achieved two company records, including the most incoming sales and the most customer shipments. Hussey Seating has also attached the following about our financial capabilities: - Hussey Seating Company Reference Letter 05.01.23 - Surety Letter 05.01.23 - Certificate of Insurance To whom it may concern (Aug '23) In addition, our CEO & President, Brian Deveaux is also willing to have any follow-up conversations directly with Dr. Chad Coquette, Executive Director & CEO at Sourcewell, once we have a current, fully executed Non-Disclosure Agreement in place. Please note that our financial information would be considered Trade Secret if required and provided.
41	What is your US market share for the solutions that you are proposing?	Since Hussey Seating is a privately held, owned, and operated family-owned company, we prefer to keep certain United States market-related information confidential. However, we define our business via the following "Products Categories" and "Core Markets". To be a Hussey Seating Core Market means we must currently maintain a Top position or can attain a Top 3 market share position in a relatively short number of years. Higher Education, K-12, Sports & Entertainment, Places of Worship, and Government markets are all Core Markets. Hussey Seating has an experienced team in place that follows this market share data, to build out specific action plans and we are extremely committed to maintaining and growing those positions. 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. TELESCOPIC/RETRACTABLE SEATING SOLUTIONS MAXAM 47% MAXAM+ 45% MXP 40% Hussey Seatway 33% FIXED SEATING SOLUTIONS QUATTRO® COLLECTION 33% QUATTRO® TRADITIONAL COLLECTION 33% STADIUM & ARENA SEATING 33% PORTABLE SEATING SOLUTIONS MAXAM 1 55% METRO LOGIX 25% GALLERY 3 LOGIX 30% INSPECTIONS, PARTS, SERVICE & MAINTENANCE PROGRAMS 60%
42	What is your Canadian market share for the solutions that you are proposing?	Since Hussey Seating is a privately held, owned, and operated family-owned company, we prefer to keep certain Canadian market-related information confidential. However, we define our business via the following "Products Categories" and "Core Markets". To be a Hussey Seating Core Market means we must currently maintain a Top position or can attain a Top 3 market share position in a relatively short number of years. Higher Education, K-12, Sports & Entertainment, Places of Worship, and Government markets are all Core Markets. Hussey Seating has an experienced team in place that follows this market share data, to build out specific action plans and we are extremely committed to maintaining and growing those positions. 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. TELESCOPIC/RETRACTABLE SEATING SOLUTIONS MAXAM 50% MAXAM+ 50% MXP 60% Hussey Seatway 40% FIXED SEATING SOLUTIONS QUATTRO® COLLECTION 33% QUATTRO® TRADITIONAL COLLECTION 33% STADIUM & ARENA SEATING 75% PORTABLE SEATING SOLUTIONS MAXAM 1 55% METRO LOGIX -% GALLERY 3 LOGIX -% INSPECTIONS, PARTS, SERVICE & MAINTENANCE PROGRAMS 70%
43	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Hussey Seating Company has never petitioned for bankruptcy protection.

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44	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. 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? 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?	Hussey Seating Company is a manufacturing and service provider of innovative seating solutions, for the life of the products. Hussey Seating Company operates with multiple experienced sales channels depending on the market, product lines, and services offered in the North American [US, Mexico & Canadian] marketplace. 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 25 direct people to work with this market segment from concept to reality for the life of the product. 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. Our exclusive dealer network plays a vital role with our customer base by being part of their local community in their respective time zones/territories. It provides a real-time resource daily for the life cycle management of their projects and products. They are our local experts! Hussey Seating Regional Service Centers Direct & Independent Businesses Hussey Seating Regional Service Centers are direct [New England States] & [IAVM Members identified above] and Exclusive Regional Service Centers. Our Exclusive Regional Service Centers network plays the same important role as the Exclusive Dealers & Direct Sales Teams. We achieved this by being part of their local community, in each of their respective time zones, providing real-time 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. Hussey Seating Regional Service Centers provide service on all brand products in the marketplace. Our sales channels can provide Sourcewell Members/Agencies direct access to our awarded contract and will continue to do the same on any future awarded contracts. Our dealer network contact details https://www.husseyseating.com/find-a-dealer/
45	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	Hussey Seating Company has not been subject to any suspension or disbarment in the past ten years or ever.

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response*
46	Describe any relevant industry awards or recognition that your company has received in the past five years.	2023 Hussey Seating Selected as a 2022 Best Place to Work in Maine North Berwick, Maine - Hussey Seating Company, was recently named one of the 2020 Best Places to Work in Maine. The awards program was created in 2008 and is a Society for Human Resource Management - Maine State Council (MESHRM) and Best Companies Group project. "We are excited to earn the designation but find the real value in this survey is to understand our employee's needs better. We have learned a great deal about what we're doing well and where we need to improve," said Rich Hussey, Vice President of Human Resources at Hussey Seating. 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 for one am glad that the rest of the state can see what we see every day; that Hussey Seating is one of the best places to work in Maine." This statewide survey and awards program was designed to identify, recognize and honor Maine's best places of employment to benefit the state's economy, 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). 2023 The Timothy B. Hussey Leadership Institute Changing Business & Communities for the Better [Sixth Year] https://usm.maine.edu/career-employment-hub/hussey-leadership-institute/ 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 188-year-old family business. Tim demonstrated that leading with humility, integrity, and respect for others not only matters; it can lead to

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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.

Honoring Tim Hussey's Legacy

Tim died prematurely in June 2016 after battling a rare form of cancer. He desired 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. He envisioned an institute that would engage, educate and empower Maine leaders to "change the world" by conducting business in a values-driven way 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.

The How & Why of Values-Driven Business

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. 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. <https://usm.maine.edu/foundation/husseyinstitute>

2022

Hussey Seating's Ron Bilodeau received the Sourcewell Pioneer Award
Ron Bilodeau as the recipient of our Sourcewell Pioneer Award at H2O 2022! This award is presented to our awarded suppliers who demonstrate commitment, persistence, and influence to Sourcewell and Cooperative Purchasing efforts. We truly appreciate your leadership!

2021

Hussey Seating Selected as a 2020 Best Place to Work in Maine
North Berwick, Maine - Hussey Seating Company was recently named one of Maine's 2020 Best Places to Work. The awards program was created in 2006 and is a Society for Human Resource Management - Maine State Council (MESHRM) and Best Companies Group project.

"We are excited to earn the designation but find the real value in this survey is to understand our employee's needs better. We have learned a great deal about what we're doing well on and where we need to improve," said Rich Hussey, Director of Human Resources at Hussey Seating.

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 for one am glad that the rest of the state can see what we see every day; that Hussey Seating is one of the best places to work in Maine."

This statewide survey and awards program was designed to identify, recognize and honor Maine's best places of employment to benefit the state's economy, workforce, and businesses. The 2020 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).

2020

Hussey Seating Selected as a 2019 Best Place to Work in Maine
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 Society for Human Resource Management - Maine State Council (MESHRM) and Best Companies Group project.

"We are excited to earn the designation but find the real value in this survey is to understand our employee's needs better. We have learned a great deal about what we're doing well and where we need to improve," said Cindy Talbot, Director of Human Resources at Hussey Seating.

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 for one am glad that the rest of the state can see what we see every day; that Hussey Seating is one of the best places to work in Maine."

This statewide survey and awards program was designed to identify, recognize and honor Maine's best places of employment to benefit the state's economy, 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).

2018 - 2023

Hussey Seating Continued Participation with the local community Southern Maine Chapter American Red Cross BOD Gary Merrill - Chair
<http://www.redcross.org/me/about-us/leadership>

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		2018 – 2023 Hussey Seating Company and Rolling Thunder continue POW/MIA Chair of Honor Program https://www.indeonline.com/news/20190813/pow-mia-chair-to-stay-empty-at-tiger-stadium 2018 – 2023 America's Oldest Family Companies - #43 1835 Hussey Corporation Hussey family Seat mfg./North Berwick, Maine Employees: 300+ www.husseyseating.com The family arrived in New England from England in 1632; moved to Maine in the 1770s. The company was founded as a plow manufacturer by William Hussey in 1835. Survived fire 1895; got into seating 1930s. Now makes seats for auditoriums, sports arenas, etc. Sixth/Seventh-generation ownership, privately held. www.cojoweb.com/ref-companies-Am-oldest.html
47	What percentage of your sales are to the governmental sector in the past three years?	Hussey Seating's percentage of sales in the government sector over the past three years is between 10% and 25%. Hussey Seating's product offerings allow State and Local governments to choose functional and quality products without sacrificing the most current styles and collaborative trends. Hussey Seating experiences sales growth in the Government sector each year.
48	What percentage of your sales are to the education sector in the past three years?	Hussey Seating's percentage of sales in the educational sector over the past three years is between 65% and 80%. Hussey Seating proudly innovates unique seating solutions that support vital venue needs, desires, and much more. Supporting the development of world-class learning environments has been – and always will be – at the core of Hussey Seating Company and our Exclusive Dealer & Direct Teams. It's what we do best. Hussey Seating has experienced growth in sales within the educational sector each year. Hussey's education markets are critical to our vertical market strategy. The combined sales are ranked 1 in are markets, year after year.
49	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Hussey Seating holds cooperative purchasing agreements with Sourcewell and a State Contract with the State of MS. We have had three States adopt the Sourcewell cooperative (LA, UT, WV) for Hussey Seating as their lead-state contract – annual sales per GPO and State contracts. Sourcewell is our primary contract and strategy for direct and dealer contract sales. We average \$500,000 - \$1,000,000 on the MS State contract.
50	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A

Table 9: Top Five Government or Education Customers

Line Item 51. Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, 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
City of San Antonio	Government	Texas - TX	13000 Metro Seats on MXP Telescopic/Retractable Seating Platforms	~\$11,000,000	~\$11,000,000
City of Worcester	Government	Massachusetts - MA	12000 Chairs, a blend of Metro, Fusion and Quattro on MXP Telescopic/Retractable Platforms	~\$6,400,000	~\$6,400,000
Michigan City Area Schools	Education	Indiana - IN	8148 CourtSide Seats on MAXAM Telescopic/Retractable Bleacher Seating	~\$1,721,324	~\$1,721,324
City of Glen Allen	Government	Virginia - VA	5166 Metro Chairs on MAXAM Telescopic/Retractable Platforms	~\$2,249,500	~\$2,249,500
South Dakota State University	Education	South Dakota - SD	Quattro Chairs Fixed and Telescopic on MXP Telescopic/Retractable Platforms	~2,200,000	~2,200,000

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Table 10: References/Testimonials

Line Item 52. Supply reference information from three customers to whom you have provided equipment, products, or services similar to the solutions sought in this RFP and who are eligible to be Sourcewell participating entities.

Entity Name*	Contact Name*	Phone Number*
Northwest Mississippi Community College Office of Purchasing	RUTH DUNLAP	(662) 562-3202
Leake County School District	Belinda Atkinson	(601) 267-6002
Hinds City School District	Dru Anderson	601-968-6764

Table 11: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as 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*
53	Sales force.	Hussey Seating has broken out the numbers below. National Support and Service: - 3 Showrooms – two of which are international - 3 Divisions Hussey Seating, Hussey Advantage & Hussey Seatway - 4 Manufacturing Locations – two of which are international Field Sales Force: - 20 Direct Sales Representatives / Sales Engineers / Project Managers - 5 Regional Dealer Sales Managers - Full Exclusive Dealer Coverage in US [50 States] and All Canadian Provinces - 38 Independent US Exclusive Dealer Organizations [130+ Sales Representatives] - 6 Independent Exclusive Dealer Organizations [30+ Sales Representatives] Corporate Support and Service: - 5 staff - Market Development Analysts The Market Development area aims to generate thousands of "qualified" project opportunities. These projects must be "new/unique", not already registered in our CRM. - 20 staff – DST's [Dealer Support Teams] Hussey Seating has dedicated Dealer Support Teams, which work with pre-defined Exclusive Dealers areas within a specific region to support customers, clients, and sales representatives. This area includes actively marketing and educating Hussey Seating product offerings and innovative design solutions collaborations throughout their designated region. - 5 staff – IPS [Internal Project Specialist] When an Exclusive Dealer or Sourcewell Member/Agency customer calls the Hussey Seating customer service department, a Hussey Seating's IPS member is committed to providing customers with the most timely and accurate communication possible within a reasonable response timeframe. IPS Members are assigned to support and handle all aspects of daily project coordination. The primary team contacts are based on expertise. IPS Team Manager provides additional support in coordinating an account's specific need, including the designation of resources and project coordination logistics.

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54	Service force.	Hussey Seating Regional Service Centers are both direct [New England States [6 Full-Time Employees] & [AMM 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. Our Exclusive Regional Service Centers network plays the same important role in supporting our customer base. We achieve success by being part of their local community support in each of their respective time zones, providing real-time 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. Hussey Seating Regional Service Centers provide service on all brand products in our marketplace to help simplify customers' ability to service and maintain their products and get the most out of their investments. Division of Hussey Seating -- Corporate & Regional Service Centers 10 Staff - Installation Management Services [Corporate Services]: The Corporate Services team comprises customer-focused Project Managers, Installation Supervisors, and Certified Installers. Regionally based service teams are available for quick response. These Team Members are factory-trained certified and specialize in installing, maintaining, and repairing all of Hussey's products. 8 Staff - Regional Managers [5 DSM's + 1 National Service Manager] 60+ Staff - Installation Supervisors [Direct & Exclusive Regional Service Centers] 5 Staff - Project Managers Direct 200+ - Certified Installers throughout the country
55	Dealer network or other distribution methods.	Hussey Seating Company is organized to manage our Sourcewell Members Agency by 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. 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 purchasing a product or service. Our dealers are committed to ensuring every one of their customer's facilities is always event-ready when required, that is where local support and service play a role in meeting and exceeding customers' expectations. 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. Our exclusive dealers are independent family-owned and operated businesses, and some have been partners with Hussey for over 54 years. Our dealers are supported by our Dealer Sales Managers [6 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 project, for the life of the seating systems. See our complete authorized dealer network at the following https://www.husseysseating.com/find-a-dealer

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56 Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	The Hussey Seating Company Order Process for Sourcewell Members/Agencies 1. Once we have an active Sourcewell Member/Agency lead from; Sourcewell, Hussey Seating Digital marketing, or Hussey Seating Exclusive Dealers or Regional Service Centers, we start the process. 2. We complete some due diligence on the potential customer's knowledge of Sourcewell. Do they have an existing account? What is their Member Number? What has their purchase activity been? Then, we schedule our Design Collaboration Discussion to learn what the customer has needs and desires. These meetings can be face-to-face or via online tools like Zoom or MS Teams to expedite the process and enhance communication/relationship building. We also use this time to share our discovery during the due diligence phase mentioned above. 3. We Listen. We Share. We Educate. We Collaborate on the possibilities vs. the Need/Desire Matrix developed. Once we have a desired direction, the Dealer or Direct teams will work with our internal experts (Dealer Support Teams or Direct Project Development Teams) on the proposal development, including drawings, quotes, and surface materials, as required. 4. We share our Innovative seating solutions to meet or exceed their needs and desires. We seek clarity and understanding of the proposed solutions, followed by a contract pricing review and requirements. 5. We also discuss leasing NCL opportunities at this phase of the discussion to provide additional purchasing solutions to help expedite the project delivery timeline and affect their budgets. 6. Once we have agreed upon solutions, our Dealers or Direct Teams validate that we have all the proper documentation on POs regarding Members/Agencies' Request, Member Numbers, and Desire to leverage our Sourcewell Awarded Contracts; this information is required for all quotes and order data processing. The Sourcewell Details are part of our Clean Order Entry Process, measured from External Sales to Internal Sales and Internal Sales to Formal Sourcewell Reporting. If the data does not exist, the project can only be entered into our systems once the data is complete/clean. 7. Once the Order is entered into our systems with a defined wanted/delivery date, we start the formal process of completing submittal drawings for final field check and approval of layout and color selections. This process is completed collaboratively between Hussey Seating Company and the chosen line of Sales (Exclusive Dealer Network, Direct Project Development Team, or Regional Service Centers.) If the project is of large scope, Hussey Seating Company will assign a Project Manager and Direct Team to Manage the process through completion; if it is small to mid-size in scope, our Exclusive Dealers will Manage Accordingly with their Project Managers and local teams. 8. Once the project is ready for shipment Hussey Seating and the chosen sales channel manage the shipping to the project site, coordination, and completion of the installation/assembly of the products to ensure a complete and safe installation of the seating solutions. 9. Once the installation is complete, the Chosen sales channel will complete onsite training with the Installation lead and the Sourcewell Member/Agency during the project's close-out and transfer of ownership. The Certified Installation Lead will also complete the project registration to activate the warranty during this time. 10. The chosen sales channel will maintain a relationship with the Sourcewell Member/Agency to actively manage the required annual ICC 300 code-mandated inspection of telescopic/retractable seating and regular scheduled inspection, maintenance, and service to enhance the product life cycle and return on investment for the local community.
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57	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	The Hussey Seating Company Relationships with Our Hussey Exclusive Dealers and Regional Service Centers is a modified, good old fashion handshake in the modern world. Our philosophy is simple; we look to align with the best independent dealers who desire to be Exclusive Dealers for Hussey Seating in Exclusive Markets/Territories in the industry and markets we serve while providing world-class customer service and support. We have Exclusive Dealerships that have been partners with Hussey Seating Company for over 55 years and counting. Being a dealer with Hussey Seating Company requires commitment and desire to be the best for our customers. We require our dealers to complete Hussey University and continue their education year after year to be successful leaders in our market segments. Our relationships with our Exclusive Dealers extend into our Certified Installation Teams and Regional Service Centers so we can best educate and service our customers and provide an innovative seating solution that will perform over the life of the product safely.
58	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.	As stated above in Question #56. 9. Once the installation is complete, the Chosen sales channel will complete onsite training with the Installation Lead and the Sourcewell Member/Agency during the project's close-out and transfer of ownership. The Certified Installation Lead will also complete the project registration to activate the warranty. 10. The chosen sales channel will maintain a relationship with the Sourcewell Member/Agency to actively manage the required annual ICC 300 code-mandated inspection of telescopic/retractable seating and regular scheduled inspection, maintenance, and service to enhance the product life cycle and return on investment for the local community. Our customer goal is simple, and we want our customers to be Event Ready, On Time, Every Time. This is where our local Exclusive Dealer Network and Regional Service Centers bring the customer a high level of value. We can respond when required by being part of the community and having Certified Installation Teams on the Road. If you are prepping for a weekend tourney and need last-minute assistance to overcome an issue, you place a call or send an email or text; we will have a team there to make you Event Ready, On Time, Every Time, or work with you via phone or video conferencing to achieve a successful event. We are looking to create a customer for life, and we do this through partnerships with our dealers, regional service centers, and our customers.
59	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Hussey Seating Company will continue fully serving all geographical areas of the United States with a newly Awarded Sourcewell Contract, as we currently successfully offer under today's existing contract, with year-after-year continued growth.
60	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Hussey Seating Company will continue fully serving all geographical areas of Canada via a newly Awarded Sourcewell Contract and working Partnership with Canoe as we currently offer and educate our potential customers on what is possible with procurement contracts.
61	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Hussey Seating Company will continue to fully service all member/agency sectors (i.e., government, education, nonprofit) of the United States and Canada via a Sourcewell contract as we currently offer under today's existing contract.
62	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A
63	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A
64	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	As outlines in question #29. Hussey Seating Company proposes to supply a specific freight quote for any products shipping to Alaska, Hawaii, or US Territories. As identified above, we will process these delivery destinations like sourced goods, open market, or non-standard products requested by the Sourcewell Member/Agency. Our quote development process will follow the same guidelines and pricing principles leveraged in developing our submitted Sourcewell proposed price list. No other restriction or requirements would apply.

Table 12: Marketing Plan

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Line Item	Question	Response
65	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.	Hussey Seating would continue to proceed with our successful marketing of Our Sourcewell Contract We will continue to market Sourcewell as a primary National contract source to purchase Hussey Seating and products and services. 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. Current Strategy Marketing Awarded Sourcewell Contract -- Sourcewell Awarded Contract on https://www.husseyseating.com/ -- Sourcewell Awarded Contract Positioning on https://www.husseyseating.com/procurement-contracts -- Added promotion of NCL Leasing alongside Sourcewell on https://www.husseyseating.com/procurement-contracts -- Email signatures with Sourcewell Logo on all communications -- Trade Show & Conference Banners and Advertisements -- Sourcewell Brochure Labels & Digital Branding -- Sourcewell Education I Produce and execute Hussey University Spring, Fall, and Winter Semesters at Corporate Headquarters with integrated Sourcewell Training for Dealers and Internal Sales Teams -- Sourcewell Education I Hussey Connections or Hussey DirectConnect Annual Dealer Meetings I with Integrated Sourcewell Training for Dealers and Dealer Principals -- Sourcewell Education I Leverage two created Sourcewell Presentations for HusseyConnection Webinar Series and Hussey University EDU programs -- Promote every Sourcewell Training opportunity shared with the Sourcewell team for Exclusive Dealer Network and Regional Service Centers participation -- Attend Annual Sourcewell Vendor Meeting for Networking and Education of Procurement Contract Best Practices -- Provide Sourcewell Pricing on Projects requested by Dealers or Direct Customers -- Provide Sourcewell Pricing on All Potential Sourcewell Members/Agencies working with our teams -- Use Sourcewell Reporting Capabilities on an need basis to help position potential opportunities -- Position training via our internal enews monthly new letter and Hussey Connections Webinar Series I Dealer and Internal Employees -- Positioning of Leasing Capabilities on Sourcewell Members/Agencies Quotes Enhanced Marketing Strategy -- Continue with items listed above and add the following enhancements -- Leverage historical Sourcewell Sales Successes by State and Member Agencies with a structured systematical approach to provide more consumer insight on the possibilities to purchase our portfolio of products via the Sourcewell Contract. -- Educate the dealer network and internal sales teams on proactive positioning of past contract successes -- Enhance website Sourcewell visibility via our Find a Dealer Widget "Earlier Introduction to Our Primary Procurement Contract Option." -- Request and Provide MORE Sourcewell Banners, Flags & Brochure Labels for Exclusive Hussey Dealer Network use at Trade Shows and Conferences -- Investigate the opportunity to join Sourcewell Vendor Advisory Team / Committee -- 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 https://www.sourcewell-mn.gov/ -- Implement a new pricing process where any project with potential procurement purchasing capabilities is quoted as a Sourcewell contract price to keep opportunity in front of the exclusive dealer network on every project. -- Provide budget pricing process for exclusive dealer network, which includes Sourcewell pricing at the start of the process. -- Proactively Position Leasing Capabilities from https://www.sourcewell-mn.gov/cooperative-purchasing/011620-NCL -- Monitor, Measure and Continue to Educate Hussey Exclusive Dealer on Sourcewell Successes and Best Practices vs Lower Performing Dealers and Territories
66	Describe your use of technology and digital data (e.g., social media, metadata, usage) to enhance marketing effectiveness.	We leverage all social channels and our website to generate, collect and target sales opportunities via our current Awarded Sourcewell Procurement Contract. We are continuing to grow our digital presence and have two direct Marketing Team Members focused on increase performance, reach and relationship building via the following: X, Facebook, YouTube, Instagram, Threads, TikTok, LinkedIn and our digital presence on our website and the common channels of our entire Exclusive Dealer Network. We flow our digital contacts and connections directly into our CRM for dealer distribution or direct follow up from our Team in North Berwick.

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67	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?	At Hussey Seating Company we 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 differences with state contracts and Advantages with Sourcewell. I want to continue and see Sourcewell leverage industry relationships with partners like AASA, CANOE 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." I would like to see more communications and real-time insights/forum with vendors throughout the year Sourcewell marketing tools and reporting capabilities are powerful tools for its vendors and members alike. There is an opportunity to better educate the vendors within the Sourcewell family of contracts regarding Contract Adoption, Piggy Backing, etc. There would also be great value in more Sourcewell Case Studies from an Agency Member's and vendors' viewpoints. It would be interesting to see Sourcewell produce a monthly podcast or stream with topics from the CPO's, What's Important, What's Not.
68	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.	Due to the nature of our custom configuration/turn-key products offered by Hussey Seating Company, they are not made available through e-procurement channels. There may be a future opportunity to secure segments of our pre-configured code-compliant product line via this method or as our product configurators advance with technology in the coming years. To date, Sourcewell Members/Agencies need more touch points for collaboration and education than this method provides for our type of innovative seating solution. Currently, we are listed on Buy Sourcewell as a landing page. Yet, we are leaning toward the future, with internal discussions and thought leadership on what is and will be possible in e-procurement with our innovative seating solutions and unique configurations on every project.

Table 13: Value-Added Attributes

Line Item	Question	Response
69	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	At Hussey Seating Company 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. Upon completion of the scoped work, we will conduct onsite training for the facility staff, owner, and all key stakeholders. This training covers proper operational procedures, safety precautions, and processes to follow during the set and strike of seating solutions. This training also identifies adequate inspection and maintenance protocol based on current building code requirements. 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. The lead installer or project manager will complete this training at the turnover meeting or scheduled training event.

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70	Describe any technological advances that your proposed products or services offer.	At Hussey Seating Company, our telescopic seating systems provide the following technological advances in the marketplace: 1. Low Voltage Power - This system eliminates the potential of a line voltage electrical shock to the operator when operating with damaged pendant control or Venue Guests when using the seating systems. The system is designed on 24 volts. 2. Wireless Controller - Wireless controller has an RFID tag, and the seating system has an RFID reader to activate the wireless controller. Making the system safe and convenient for ease of operation. 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, allowing the seating configuration to lock in the open or closed positions. The feature allows for a quick set and strike of the seating system. 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-up and strike labor. 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. 6. NEW Dimmable Aisle Light Solutions, Full Stair Width on Leading Edge of Telescopic Nose At Hussey Seating Company, our fixed seating systems provide the following technological advances in the marketplace: 1. NEW Integration of USB Type A and Type C Power Ports for device charging. 2. NEW Dimmable Aisle Light Solutions
71	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	Using recycled materials is the most significant "green" impact on our products. The bulk of our products are comprised of steel, cast aluminum, polymer, and wood. Steel 33% recycled content. Aluminum has 75% recycled content. Polymer is 8% max recycled content. Wood "FSC Certified when specified, and 100% "Non-Controlled or Endangered" Species 100% of materials used in our products are recyclable at the time of product deconstruction. We have converted to low-energy LED Lighting, Energy Efficient Motors on our presses, and Air Systems in our manufacturing facilities. Our long-term goal is "Zero Landfill", we recycle 100% of our minimal manufacturing waste, which includes steel tube drops, sheet steel drops, polymer seconds, and wood pallets are reconstructed to extend their life in the logistics channel. Throughout our office and production facilities, we practice paper, cardboard and aluminum can recycling to reduce our footprint in landfills. This can also be seen in our use of hand dryers and water dispensers in our restrooms and break areas. Another step we have taken for many years is using powder-based paint versus wet paint to coat our aluminum and steel products. This application dramatically reduces the amount of VOC's released in the atmosphere, creating a healthier environment for our team members and the surrounding community. We have also recently signed on to harness solar power to help power our facilities along with natural gas. 100% of our remaining solid waste is transferred to a waste to energy plant locally to assist in powering a local University in New Hampshire

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72	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellent materials, light reflectant).	At Hussey Seating Company, our products help promote health and quality of life by leveraging low-emitted materials to minimize the effect on indoor air quality with a focus on the education environment. The main focus is low VOC using Powder Coat finished and Adhesives with Non-Added Urea-formaldehyde.
73	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Hussey Seating Company is the only North American seating supplier who offers telescopic/retractable and fixed seating products which comply with FSC Forest Stewardship Certification. https://search.fsc.org/en/certificate/a0240000007RRp0AAG/ This is currently the third-party certification we hold for our products.
74	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	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 companies in our partnerships in compliance. Exclusive Hussey Dealership T.J. Distributors State VA Status SWaM (Small, Women-owned, and Minority-owned Business) Certified 653623 Exclusive Hussey Dealership T.J. Distributors State MD Status SBR (Small Business Reserve) Certified SB12-7658 Exclusive Hussey Dealership C.M. Eichenlaub State PA Status WBE (Women's Business Enterprise) Certified WBE 1801415 Exclusive Hussey Dealership C.M. Eichenlaub State PA Status WBE (Women's Business Enterprise) Certified WBE 1801415 Exclusive Hussey Dealership School & Office Products of Arkansas State AR Status Veteran's Owned Business U.S. Navy Corpsman 1967 - 1971 Exclusive Hussey Dealership School & Office Products of Oklahoma State OK Status Veteran's Owned Business U.S. Navy Corpsman 1967 - 1971 Exclusive Hussey Dealership Nickerson Corporation NC State NY Status WBE (Women's Business Enterprise) Certified 55916 Exclusive Hussey Dealership Nickerson New Jersey NC State NJ Status SBE (Small Business Enterprise) Certified A0070-16 Exclusive Hussey Dealership Southeastern Surfaces and Equipment State FL Status WBE (Women's Business Enterprise) Certified 2023 Certified Installer Harriott Contracting LLC State MD Status MBE (Minority Business Enterprise) Certified 08-114

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75	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Hussey's Seatings unique attributes are based upon our long, proud 188-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 must treat our customers as they deserve. 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 product features, project management, installation professionalism, product aesthetics, performance, and value and Service. Then we back it with the best product warranties in our industry. We are providing our customers and Sourcewell Members/Agencies a sound peace of mind, simplifying the purchasing process, so they can enhance their venues and guest experiences. Another unique attribute of Hussey Seating Company is the longevity of our employees/team members and the experience we bring to the marketplace. 24% of our team has been in the innovative seating solutions business for 25 – 44 years, along with the rest of the team, which calculates into thousands of years of experience in our chosen markets, providing innovative seating solutions. Hussey Seating also has over 40 licensed engineers on our team, ensuring our products are designed to the highest standards in the industry. To help support this, we have completed ICC-300 Evaluations Service Report, independently validating that our Telescopic/Retractable Seating product meets or exceeds the stated structural requirements. Currently, Hussey Seating is the only company that can make this claim. The report can be located here, as well as in the upload section of this RFP https://icc-es.org/report-listing/esr-5033/ Hussey Seating has also completed EN 1090 standard European Norm 1090 Certification (EN 1090 Certification) EN 1090 is a set of harmonized European standards regulating the fabrication and assembly of steel and aluminum structures. Effective as of July 2014, EN 1090 replaces various national regulations such as DIN 18800-7 and DIN V 4113-3 in Germany. There are three sections within EN 1090: EN 1090-1: Requirements for conformity assessment for structural components (CE marking) EN 1090-2: Technical requirements for the execution of steel structures EN 1090-3: Technical requirements for the execution of aluminum structures. Since July 2014 all manufacturers must be certified to EN 1090 by an accredited body – also known as a notified body – and only structural steel and aluminum components with the corresponding CE marking may be sold in or supplied into Europe. Hussey Seating products have met the standards set forth by the European Norm standards for 1090. The certificate can be located in the upload section of this RFP Hussey Seating has also completed AWS and CWB certification for our manufacturing facilities and robotic and manual welders to ensure the safe manufacturing of our seating systems. The certificate can be located in the upload section of this RFP
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Table 14: 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 *
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76	Do your warranties cover all products, parts, and labor?	Yes, at Hussey Seating Company we have standard product warranties which exceed industry standards as well as offer one-year product warranties to meet any project specifications which may be in the project specification by other suppliers. Excerpt from our Telescopic Limited Commercial Product Warranty Standard Telescopic Equipment Hussey Seating Company provides the following limited warranty to the owner of the facility in which Hussey Seating Products were purchased and installed. The warranty period begins on the date of installation completion, continues for the applicable time period set forth below, and is strictly governed by and subject to the terms and conditions set forth below. WARRANTY: In the event there is a defect in the material, in the installation (in the event installation is completed by Hussey Seating), and/or in the workmanship of the Hussey Seating Product (or component part thereof) which causes failure of the product within the applicable time period and provided notification of this defect is given to Hussey Seating in writing at the address set forth below prior to the expiration of the applicable time period; Hussey Seating, in its sole discretion, will either repair or replace the defective product (or defective component part thereof) with a comparable product (or component part thereof), or will provide a refund of the purchase price of the defective product (or defective component part thereof) prorated over the warranty period. In the event of repair or replacement, the warranty includes labor, materials, and freight for the first five years of the warranty and materials and freight only thereafter. All other costs are excluded. The fulfillment of the warranty (including investigation, timing of response, labor, and manner of shipment) is under the exclusive and unfettered control and discretion of Hussey Seating. All Standard Product warranties can be located at this location and on the product file uploaded with this proposal https://www.husseyseating.com/warranties/
77	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, here are the standard exclusions to the warranty. EXCLUSIONS AND CONDITIONS: This warranty excludes and does not apply to: - Normal wear and tear, abuse, neglect, vandalism, or misuse of Product as determined by Hussey Seating in its sole discretion. - 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 & Maintenance Procedures & Inspections. - Nonstandard 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.
78	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, Hussey Seating at its option will either repair or replace the defective product with a comparable component or product. Hussey Seating reserves the right to determine labor method used during replacement of product.
79	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Hussey Seating can provide a certified /trained installer to perform warranty work in any geographical location. Each Sourcewell Member/Agency will be provided detailed information as to how to contact Hussey Seating Company or one of our Hussey Exclusive Dealers or Regional Service Centers.
80	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?	Yes, we will cover warranty service for items made by other manufacturers that are part of our proposal. 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 188 years and many to come.

Bid Number: RFP 081523

Vendor Name: Hussey Seating Company

**DEKALB COUNTY SCHOOL DISTRICT
COOPERATIVE AGREEMENT TO
SOURCEWELL CONTRACT NO. 081523-HSC
FOR EVENT SEATING AND STAGING SOLUTIONS
WITH RELATED ACCESSORIES AND SERVICES**

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81	What are your proposed exchange and return programs and policies?	With Hussey Seating Company, once the product is installed, and the turn over meeting has occurred, we do not see product returns. As indicated in a previous answer, we are in business creating 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. We have never had a product returned in my 37 years with the company.
82	Describe any service contract options for the items included in your proposal.	Hussey Seating Company provides a complete after-market service solution with our Exclusive Hussey Dealers, Regional Service Centers, and Hussey Direct National Service Team. We will provide the following: - Venue Assessments - Code Mandated Annual Inspections - General Maintenance, Service, and Repair Program - Multi-Year Inspection and Service Programs The Service programs are highly focused on Telescopic/Retractable Seating Solutions to ensure the safety of the guest and venue employees and help minimize risk to the venue owner and insurance company. Code requires Annual Service and should be noticed by any Sourcewell member/Agency.

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

Line Item 83. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement
N/A	☒ Yes ☐ No

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 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.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 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."

- Pricing - HUSSEY SEATING COMPANY PROPOSED SOURCEWELL CONTRACT PRICING - CONTRACT NUMBER XXXXXX-hsc EFFECTIVE DATE 4.DEC.2023.xls - Tuesday August 15, 2023 06:39:47
- Financial Strength and Stability - HUSSEY SEATING FINANCIAL STRENGTH AND STABILITY.pdf - Tuesday August 15, 2023 05:43:53
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - HUSSEY SEATING WARRANTIES.pdf - Tuesday August 15, 2023 06:44:48
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- Upload Additional Document (optional)

Bid Number: RFP 081523

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Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, 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.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

Bid Number: RFP 081523

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by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ 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, Marketing Manager; Product Innovation & Sales EDU, Hussey Seating Company

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
Addendum_1_Event_Seating_RFP_081523 Mon July 17 2023 02:16 PM	☒	1

Bid Number: RFP 081523

Vendor Name: Hussey Seating Company

**DEKALB COUNTY SCHOOL DISTRICT
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**AMENDMENT #1
TO
CONTRACT #081523-HSC**

THIS AMENDMENT is effective upon the date of the last signature below by and between Sourcewell and Hussey Seating Corporation (Supplier).

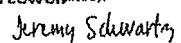
Sourcewell awarded a contract to Supplier to provide Event Seating and Staging Solutions with Related Accessories and Services to Sourcewell and its Participating Entities, effective October 5, 2023, through October 6, 2027 (Contract).

Supplier has updated its Administrative Fee terms, found in Line Item 37 under "Table 6: Audit and Administrative Fee." The current language is deleted in its entirety and replaced with the following:

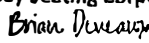
Supplier shall pay Administrative Fees to Sourcewell in accordance with the following:

- 1.5% Administrative Fee on annual sales \$0.00 - \$30,000,000
- 1.25% Administrative Fee on annual sales \$30,000,001 - \$100,000,000
- 1% Administrative Fee on annual sales \$100,000,001 and over

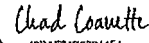
Except as amended above, the Original Agreement remains in full force and effect.

Signed by:

By: COFD2A139C08489...
Jeremy Schwartz, Chief Procurement Officer

10/18/2023 | 10:54 PM CDT
Date: _____

~~Hussey Seating Corporation~~

By: 95B46CC3EC0D4E1...
Brian Deveaux
CEO & President

10/19/2023 | 4:53 AM CDT
Date: _____

Approved by:

By: 48BAF71B0B94454...
Chad Coauette, Executive Director/CEO

10/19/2023 | 7:18 AM CDT
Date: _____

**DEKALB COUNTY SCHOOL DISTRICT
COOPERATIVE AGREEMENT TO
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WITH RELATED ACCESSORIES AND SERVICES**

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ASSIGNMENT AGREEMENT

This Assignment Agreement is by and among Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479; Hussey Seating Corporation ("Hussey Corporation"); and Hussey Seating Company ("Hussey Company").

Sourcewell awarded a contract to Hussey Corporation to provide Event Seating and Staging Solutions with Related Accessories and Services to Sourcewell and its Participating Entities, effective October 5, 2023, through October 6, 2027 (Contract).

Hussey Corporation has requested to assign the Contract to Hussey Company.

The assignment provision of the Contract requires written consent of Sourcewell.

Assignment

1. This Assignment Agreement will become effective as of the date of the last signature below.
2. Hussey Corporation wishes to assign to Hussey Company all of Hussey Corporation's rights, responsibilities, and other provisions set forth in the Contracts, Sourcewell Contract Number 081523-HSC.
3. Hussey Company has obtained a copy of the Contract from Hussey Corporation and certifies it will comply with the terms of the Contract as executed by Hussey Corporation and Sourcewell. The parties agree this assignment is unconditional and without recourse.
4. Hussey Corporation and Hussey Company jointly and severally represent and warrant to Sourcewell that:
 - a. Hussey Corporation is not in default of any of its obligations under the Contract;
 - b. Hussey Company is ready, willing, and able to perform all of the obligations and responsibilities of the Contract;
 - c. Hussey Corporation and Hussey Company request consent from Sourcewell to this Assignment; and
 - d. Hussey Company accepts assignment of the provisions of the Contract.
5. In consideration for the above, Sourcewell consents to the assignment.

Hussey Seating Corporation

Signed by:
By: Brian Deveau
B3B46CC3EC0D4E1
Brian Deveau, President

Date: 10/8/2024 | 10:27 AM CDT

Hussey Seating Company

Signed by:
By: Brian Deveau
B3B46CC3EC0D4E1
Brian Deveau, President

Date: 10/8/2024 | 10:27 AM CDT

Sourcewell

Signed by:
By: Jeremy Schwartz
C7D2A13D00C43D
Jeremy Schwartz, Director of Operations and Procurement/CPO

Date: 10/8/2024 | 11:04 AM CDT

**DEKALB COUNTY SCHOOL DISTRICT
COOPERATIVE AGREEMENT TO
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EXHIBIT D**



27.JUN.2025

RE: Southeastern Surfaces & Equipment / Sourcewell Contract Execution w/ APS

Hussey Seating | Event Seating | Sourcewell Awarded Contract #081523-HSC | Maturity Date: 6.OCT.2027

Please be advised that Southeastern Surfaces & Equipment is the exclusive authorized distributor for Hussey Seating Company in the states of Georgia. As part of our exclusive dealer agreement and network, combined with our awarded contract from Sourcewell, Southeastern Surfaces & Equipment provides a legal pathway for agency members /customers to purchase and execute Sourcewell contracts for Hussey Seating Company's related products and services.



1205 Peachtree Parkway,
Suite 1204, Cumming, GA 30041, US

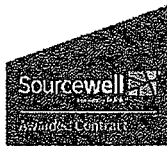
T. 470.281.5850

Should you have any questions or need further information, please contact me at Hussey Seating Company, 38 Dyer Street Ext. North Berwick, ME 03906 or via email @ rbilodeau@husseyseating.com or mobile +1.207.651.0045

Or you may reference our exclusive dealer network contact data by state at the following
<https://www.husseyseating.com/where-to-buy/>

Ron Bilodeau

Ron Bilodeau
Manager of Government Contracts



Hussey Seating Company

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