

**Solicitation Number: RFP #081523****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and National Recreation Systems, Inc., 1300-D Airport North Office Park, Fort Wayne, IN 46825 (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 governmental 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

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.

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;

- 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

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

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

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Supplier will pay an administrative fee to Sourcwell 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

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.

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.

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.

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.

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

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 Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell 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.

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.

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 Sourcwell 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

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).

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

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.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell

National Recreation Systems, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

DocuSigned by:
David Farson
By: FB02145B261B468...
David Farson
Title: Director of Sales, National Recreation Systems

Date: 10/5/2023 | 7:23 AM CDT

Date: 10/5/2023 | 9:41 AM CDT

Approved:

DocuSigned by:
Chad Coauette
By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO

Date: 10/5/2023 | 9:48 AM CDT

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

Vendor Details

Company Name: National Recreation Systems
Address: 1300-D Airport North Office Park
Fort Wayne, IN 46825
Contact: David Farson
Email: dfarson@bleachers.net
Phone: 260-205-0929
Fax: 260-205-0929
HST#: 35-1773241

Submission Details

Created On: Thursday August 10, 2023 09:57:05
Submitted On: Tuesday August 15, 2023 15:32:40
Submitted By: David Farson
Email: dfarson@bleachers.net
Transaction #: 75e3bc32-caa2-49db-8a83-9e1356c90590
Submitter's IP Address: 165.225.60.233

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 Item | Question | Response * |
|-----------|--|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | National Recreation Systems, Inc. |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | N/A |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | N/A |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | N/A |
| 5 | Proposer Physical Address: | 1300-D Airport North Office Park, Fort Wayne, IN 46825 |
| 6 | Proposer website address (or addresses): | www.bleachers.net |
| 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): | David Farson, Director of Sales, National Recreation Systems 1300-D Airport North Office Park, Fort Wayne, IN 46825 david.farson@bleachers.net Cell: 260-205-0929 |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | David Farson, Director of Sales, National Recreation Systems 1300-D Airport North Office Park, Fort Wayne, IN 46825 david.farson@bleachers.net Mobile: 260-205-0929 Office: 1-888-568-9064 Ext.2233 |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Nic Niebel, General Manager, National Recreation Systems 1300-D Airport North Office Park, Fort Wayne, IN 46825 nic.niebel@bleachers.net Mobile: 260-633-1932 Office: 1-888-568-9064 |

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. | National Recreation Systems will include the following products and services in the Sourcewell proposal. TIP N ROLL BLEACHERS: 2 Row Tip n Roll Standard or Preferred models in lengths of 7'-6", 9', 12', 15', 21', 24'. Custom lengths available on request. 3 Row Tip n Roll Standard or Preferred models in lengths of 7'-6", 9', 12', 15', 21', 24'. Custom lengths available on request. 3 Row Low Rise Tip n Roll Standard or Preferred models in lengths of in lengths of 7'-6", 12', 15'. Custom lengths available on request. 4 Row Low Rise Tip n Roll Standard or Preferred models in lengths of 7'-6", 12', 15'. Custom lengths available on request. NATIONAL SERIES BLEACHERS - ALUMINUM FRAMES WITHOUT GUARDRAIL (NOT REQUIRED) |

3 Row Standard, Preferred, and Deluxe models in lengths of 7'-6", 15', 21', 24', 27'. Custom lengths available on request.

NATIONAL SERIES BLEACHERS - ALUMINUM FRAMES WITH CHAIN LINK OR VERTICAL PICKET GUARDRAIL OPTIONS:

5 Row Standard, Preferred, and Deluxe models in lengths of 7'-6", 15', 21', 24', 27'. Custom lengths available on request.

8 Row Standard, Preferred, and Deluxe models in lengths of 7'-6", 15', 21', 24', 27'. Custom lengths available on request.

10 Row Standard, Preferred, and Deluxe models in lengths of 7'-6", 15', 21', 24', 27'. Custom lengths available on request.

NATIONAL SERIES BLEACHERS - GALVANIZED STEEL FRAMES WITH CHAIN LINK OR VERTICAL PICKET GUARDRAIL OPTIONS:

5 Row Standard, Preferred, and Deluxe models in lengths of 7'-6", 15', 21', 24', 27'. Custom lengths available on request.

8 Row Standard, Preferred, and Deluxe models in lengths of 7'-6", 15', 21', 24', 27'. Custom lengths available on request.

10 Row Standard, Preferred, and Deluxe models in lengths of 7'-6", 15', 21', 24', 27'. Custom lengths available on request.

DEDICATED ADA BLEACHER SERIES ALUMMINUM FRAMES WITH CHAIN LINK OR VERTICAL PICKET GUARDRAIL OPTIONS:

5 Row models available in lengths of 15', 19.5', 21', 27'. Custom lengths available upon request.

8 Row models available in lengths of 15', 19.5', 21', 27'. Custom lengths available upon request.

10 Row models available in lengths of 15', 19.5', 21', 27'. Custom lengths available upon request.

DEDICATED ADA BLEACHEER SERIES GALAVANIZED STEEL FRAMES WITH CHAIN LINK OR VERTICAL PICKET GUARDRAIL OPTIONS:

5 Row models available in lengths of 15', 19.5', 21', 27'. Custom lengths available upon request.

8 Row models available in lengths of 15', 19.5', 21', 27'. Custom lengths available upon request.

10 Row models available in lengths of 15', 19.5', 21', 27'. Custom lengths available upon request.

SUPERIOR SEAT SERIES BLEACHERS.

Seats with backs for more comfort, closed deck system for easier maintenance, 14" rise per row for superior sight lines, 36" run for additional leg room, aisle with center handrail for easier access to upper rows.

Available in 4 and 8 row models in lengths of 19'-6", 25'-6", and 31'-6".

Custom lengths available on request.

TRANSPORTABLE BLEACHERS

Designed to fit the rigors of movement. Purchase with transport kit which includes wheels, jack, and tongue and assembly for towing. Available in standard, preferred, or deluxe aluminum or steel angle frame models with chain link or vertical picket guardrails in lengths of 15', 21', and 24'. Custom lengths available on request.

ALUMINUM PLAYERS BENCHES WITH ALUMINUM LEGS.

Standard model portable benches with and without backrests in lengths of 6', 8', 12', 15', 21', 24'. Custom lengths available on request

ALUMINUM PLAYERS BENCHES WITH GALVANIZED STEEL LEGS.

Standard model portable benches with and without backrests in lengths of 6', 8', 12', 15', 21', 24'. Custom lengths available on request

ALUMINUM SCORERS TABLES.

Standard model in lengths of 6', 7'-6", 8'. Custom lengths available on request.

ALUMINUM PICNIC TABLES WITH GALVANIZED STEEL UNDERSTRUCTURE.

Standard models in lengths of 6', 8', and 10'. Custom lengths available upon request.

ADA standard models available in 6', 8', 9', and 10'. Custom lengths available upon request.

ALUMINUM PICNIC TABLES WITH ALUMINUM LEGS

ADA standard models available in 6', 8', 9', and 10'. Custom lengths

| | | | |
|----|--|--|---|
| | | <p>available upon request.</p> <p>NRS CUSTOM DESIGNED SITE SPECIFIC BLEACHERS AND GRANDSTANDS Bleacher and Grandstand custom designed, engineered to order product specific to your site, that is stamped by an engineer for your specific state to the International Building Code and ICC 300-2017 Standard for Bleachers, Folding and Telescoping Seating, and Grandstands.</p> <p>CUSTOM MODULAR PRESS BOXES AND PRESSBOX UNDERSTRUCTURES Custom engineered modular press boxes designed, engineered to order product specific to your site, designed, engineered to order product specific to your site, that is stamped by an engineer for your specific state to the International Building Code and ICC 300-2017 Standard for Bleachers, Folding and Telescoping Seating, and Grandstands. Includes obtainment of state approvals for press box placement and management of DOT transportation permits for wide load transportation of press box from manufacturer to site.</p> <p>NATIONAL RECREATION SYSTEMS BLEACHER RENOVATIONS Inspection, consultation, pricing and installation on existing customer Bleacher and Grandstand structures. Custom designed solutions and product to renovate existing bleachers to current code compliance including ADA, and the International Building Code and ICC 300-2017 Standard for Bleachers, Folding and Telescoping Seating, and Grandstands.</p> | |
| 11 | What levels of service (material only, turnkey, other) are being proposed? | NRS offers materials and installation on our completed products line. Installation does not include site work or concrete work. Site work and concrete work is handled by our dealer network, or by the purchaser through their own local contractors. | * |
| 12 | Does the response include installation services? | Yes, the NRS response includes installation services. | * |
| 13 | If the answer to Line 12 above is Yes, describe in detail the following elements (Lines 14-16) of installation services. | Please refer to lines 14, 15, and 16 for details. | |
| 14 | How does the Participating Entity select an installer? | NRS utilizes authorized installation crews nationwide and the installer is typically determined based on proximity to the project location. In most cases, the installer is regional though NRS also has installation crews that will travel longer distances to meet customer needs and deadlines. | |
| 15 | How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed? | NRS only utilizes installation crews that licensed to do work in the jurisdiction. Each crew is highly experienced with our product and have 7 days a week access to our Engineering and Project Management teams for further training and installation guidance. | * |
| 16 | Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response. | Participating entities would submit a Purchase Order to NRS for installation services. | * |

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/tip and roll, fixed or mobile risers, platforms, modular and portable stages; | <input checked="" type="radio"/> Yes <input type="radio"/> No | |
| 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; | <input checked="" type="radio"/> Yes <input type="radio"/> No | |
| 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, | <input checked="" type="radio"/> Yes <input type="radio"/> No | |
| 20 | Proposers may also include rental equipment or accessory solutions complementary to the solutions described in Line 17 above. | <input checked="" type="radio"/> Yes <input type="radio"/> No | NRS does not provide rental equipment. However, custom designed accessory solutions may be provided. |

Table 3: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|---|
| 21 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Our pricing is an additional 1% off of list better than the 6% discount offered. Volume pricing can apply and additional 1% to 3% additional discount to the 7% discount for a max discount of 10% on projects 301K plus. |

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 Sourcwell Price and Product Change Request Form.

| Line Item | Question | Response * |
|-----------|----------|------------|
| | | |

| | | | |
|----|---|---|---|
| 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. | <p>The NRS proposal utilizes line-item pricing for our standard bleacher, bench, and picnic table product lines. We provide list MSRP prices in the form of an NRS published list price. The Sourcewell members discount is 7% off of the published list price document. Additional volume discount pricing is provided:</p> <ul style="list-style-type: none"> - 100k to 200K: 1% - 201K to 300K: 2% - Above 301K: 3% <p>The NRS proposal also includes line-item custom model numbers with list MSRP pricing. The Sourcewell members discount is 7% off of our custom list price document. Custom models are engineered to order products that have been purchased on previous projects in the last five years. NRS has identified custom models from past projects and prices these models every year. The advantage of purchasing a custom model for the Sourcewell member custom site-specific project is expedited lead times as the custom model has already been produced in the past and the necessary bill of materials, production plan, and supporting documents have been completed. Additional volume discount pricing is provided:</p> <ul style="list-style-type: none"> - 100k to 200K: 1% - 201K to 300K: 2% - Above 301K: 3% <p>The line-item pricing supplied in our proposal may not cover every possible site-specific custom design as projects can present unique specific site requirements such as building codes, wind loads, seismic conditions, and other custom design considerations. NRS provides a list MRSP price on these site-specific engineered to order products and the Sourcewell member 7% discount off of list price applies. Volume pricing also applies.</p> | |
| 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? | <p>For catalog models and pre-engineered large scale models, a price list has been uploaded with non-prevailing wage install pricing included.</p> <p>Prevailing Wage rates will be based on state and county regulated rates combined with the site requirements.</p> <p>All installs require an additional \$3,000 trip charge to cover travel and equipment expenses, this is applied to all installs regardless of the quantity of units.</p> | |
| 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. | <p>NRS offers Sourcewell members 7% discount off of list price documents provided in our standard bleachers, benches, and picnic table price list, custom model number price list, and site-specific engineered to order products. Additional volume discount pricing is provided:</p> <ul style="list-style-type: none"> - 100k to 200K: 1% - 201K to 300K: 2% - Above 301K: 3% | * |
| 25 | Describe any quantity or volume discounts or rebate programs that you offer. | <p>NRS offers Sourcewell members 7% discount off of list price documents provided in our standard bleachers, benches, and picnic table price list, custom model number price list, and site-specific engineered to order products. Additional volume discount pricing is provided:</p> <ul style="list-style-type: none"> - 100k to 200K: 1% - 201K to 300K: 2% - Above 301K: 3% | * |
| 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. | <p>The NRS approach to non-standard source product is to obtain multiple quotes from trusted quality vendors to secure the best price. NRS will quote non-standard sourced products at cost plus 20%. These items will be provided as a line item on the quotation.</p> | * |
| 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. | <p>NRS provides all elements of our pricing on our quotations. Renovations of existing structures to bring them up to building codes and ADA may require an NRS site visit. The site visit is included in the turn-key cost NRS provides for renovation.</p> <p>Additional design for portions of the project not directly associated with our product (i.e foundation design, scans of concrete foundations to determine fastening points, etc.) will be quoted with utilizing the cost plus 20% non-standard pricing model. Additional outside engineering services when required will be quoted utilizing the cost plus 20% non-standard model.</p> | * |

| | | | |
|----|--|---|---|
| 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. | <p>NRS works with a trusted freight transportation management company to obtain freight quotes on all LTL and truck load shipments. The transportation management company utilizes quality shipping companies that specialize in moving NRS oversized products to provide the best freight solution for the Sourcewell member. Our large volume of freight ensures NRS receives competitive freight rates. Freight rates are provided as a separate line item on NRS quotations.</p> <p>Size and quantity appropriate items ship via FedEx.</p> | * |
| 29 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | <p>NRS works with our transportation management company to coordinate deliveries in the mainland US and Canada only. Our Alaska and Hawaii dealers are well versed in shipping materials shipped to offshore locations and handle the logistics and pricing from a continental US destination.</p> | * |
| 30 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | <p>Delivery of large projects to sites within the continental US where the installation teams meet and offload the freight are shipped via dedicated flatbed trailers. This door-to-door delivery facilitates more predictable delivery times. NRS project coordinators work with customers prior to shipment to confirm installation schedule, shipping time, and site readiness prior to shipping. Our installation team is in contact with the driver so that the installer is on site for offloading of product. LTL shipments for smaller standard product may cross dock through multiple terminals and may be staged in the box truck in a position that has multiple delivery points which can delay the delivery. Therefore, it is recommended that the customer is able to receive, off load and properly store the NRS product prior to scheduling installation.</p> | * |

Table 5: Payment Terms and Financing Options

| Line Item | Question | Response * |
|-----------|--|--|
| 31 | Describe your payment terms and accepted payment methods. | National Recreation Systems terms are net 30 days. A service charge of 1.5% per month (annual percentage rate of 18%) will be charged on all invoices 30 days past due. Additionally, NRS reserves the right to negotiate any additional terms and conditions proposed by the buyer. |
| 32 | Describe any leasing or financing options available for use by educational or governmental entities. | NRS does not currently offer an educational or governmental financing program. However, NRS is open to developing a partnership with a qualified financing programs that offers educational and municipal financing programs. NCL Government Capitol or other Sourcewell financing member are of particular interest to NRS. |
| 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. | <p>Sourcewell members work directly with the NRS authorized dealer network or directly with the NRS inside sales team to establish the best bleacher or other NRS product solution to the members spectator seating needs. Design, pricing, specifications, and other supporting documents are established and provided to the Sourcewell member.</p> <p>NRS terms and the Sourcewell purchase options outlining the benefits of utilizing the Sourcewell contract are provided.</p> <p>The purchase order is received indicating the Sourcewell contract number and member ID. NRS provides an NRS order form to the Authorized dealer or is completed directly by our inside sales team to properly capture required Sourcewell contract order details.</p> <p>The NRS order processing team enters the purchase order details into the NRS Microsoft Dynamics operating system indicating the order is a Sourcewell contract order. Our operating system allows us to track and report all shipment details on the Sourcewell contract.</p> <p>Any missing criteria (model number, delivery contact information, quantity, etc.) is requested before order is placed into production. NRS communicates a sales order acknowledgement to the Sourcewell member. The sales order acknowledgement includes verification of Sourcewell contract order along with estimated ship date, pricing, terms, and other information related to the order.</p> <p>NRS will provide timely reports as required by the Sourcewell contract in the manner Sourcewell requires.</p> <p>Sourcewell contract orders will be processed by NRS directly through our inside sales team or through the NRS authorized dealer representative. NRS expects to process most of the Sourcewell contract orders unless the customer has a preference to process the order through our dealer.</p> |
| 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? | NRS is open to accept P-card procurement cards. An additional fee of 3% for purchases over \$10,000 will be applied when a P-card is utilized. |

Table 6: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|--|
| 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. | <p>The NRS auditing process insures 100% compliance to the Sourcewell contract requirements. The audit reviews the following:</p> <ol style="list-style-type: none"> 1. All orders purchased under the Sourcewell contract contain the current Sourcewell contract number and the Sourcewell member's number on the purchase order. 2. The NRS dealer or direct NRS inside sales team member completes an incoming order form and includes copy of the current NRS direct inside sales team or NRS Authorized dealer quotation. 3. The NRS Inside Sales Supervisor verifies the price quotation and confirms the information complies with the Sourcewell contract required including pricing, discount, etc. 4. Upon review that the order information is correct, the order is entered into the NRS Microsoft Dynamics operating system. The operating system provides the order, shipping, invoicing and other purchase order details providing all tracking and reporting information to track and generate required reports. 5. A sales order acknowledgement is generated and communicated to the Sourcewell member detailing confirmation that the order is a Sourcewell contract order along with purchase order number, member number, projected delivery date, pricing, terms, model numbers and quantities, etc. 6. Reports are generated through the NRS Microsoft Dynamics operating system on a quarterly basis as required by the Sourcewell contract. All reports will be submitted on time and complete. 7. Copies of invoices, quotations, and other pertinent information is available upon request. |
| 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. | <p>NRS will be tracking the following metrics to measure our success with the program:</p> <ol style="list-style-type: none"> 1. Number of quotations requested, and dollar volume quoted on a monthly, quarterly, and yearly basis for current and year over year quoting growth metrics. 2. Number of orders placed, and dollar volume of orders placed on a monthly, quarterly, and yearly basis for current and year over year sales growth metrics. 3. Dealer participation and completion of NRS training regarding the benefits to the customer base in utilizing the Sourcewell contract. 4. Sales numbers by month, quarter year, by dealer in Sourcewell contract purchase orders with year over year growth objectives. 5. Monthly review of Sourcewell member projects for on time shipment, customer service response to issues such as damaged freight, missing parts, etc. to ensure that all customer service issues have been responded to and resolved to the Sourcewell member's satisfaction. |
| 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.) | <p>NRS proposes a 2% administrative fee to be made payable to Sourcewell as a portion of the NRS product sales price and installation services (if provided). The 2% will be applied to the full contract amount less taxes, engineering, site work or concrete work by others, and freight. The 2% administration fee is to be made payable to Sourcewell quarterly on all sales secured during the reporting quarter. Quarterly sales will be reported to Sourcewell within five days of the close of the quarter.</p> <p>Note that the 2% administrative fee is a cost to NRS and is not identified in any documentation, except for internal accounting documents.</p> |

Table 7: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

| | | |
|----|--|--|
| 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. | <p>National Recreation Systems, Inc. (NRS), A PlayCore Company, has been manufacturing outdoor aluminum seating since 1988. Now, with over 35 years in the industry and over 250 dealers nationwide, NRS has provided aluminum angle frame bleachers, aluminum angle frame grandstands, aluminum player benches, and aluminum picnic tables in sport venues, entertainment venues and outdoor spaces in schools, municipalities, parks, fairgrounds and other recreation based venues throughout the United States, Canada, Mexico and a number of other countries including Korea, Panama, Guam, and more.</p> <p>NRS consists of offices in 3 locations: Fort Wayne, IN, Chattanooga, TN, and Lakeland, FL. NRS employees consists of more than 70 individuals within its sales, marketing, finance, and production teams. We apply our technical proficiency and expertise to deliver quality, turn-key spectator seating experiences that bring communities together around shared celebrations.</p> <p>NRS provides quality and innovative seating solutions while exhibiting the best customer service and the strongest dealer base which has fueled continued growth in our market share in the spectator seating market. NRS has an experienced dealer network with deep relationships as many of our dealers have represented, installed, and serviced our products for 15 to 30 years! Our dealer network provides local representation, sales, and service with over 2,000 employees working directly with end users to create the ultimate spectator experience.</p> <p>As a PlayCore company, NRS is purpose-driven, and believe that healthy, vibrant, equitable communities are rooted in shared spaces that drive active behavior, healthy relationships, and authentic curiosity. Our collective goal is to create those spaces through community engagement, innovative research and a complete portfolio of engaging products, programs, and services. Active, outdoor community spaces are essential and beneficial for people of all ages as research shows they can bring joy to life, relieve stress, supercharge learning, and connect people & place in meaningful ways. '</p> <p>NRS provides educational outreach through our Make A Stand, A Practical Planning Guide to Spectator Seating through PlayCore's Center for Outreach, Research, & Education (CORE). CORE is committed to researching and advocating for the impact of play and recreation on a community's vitality and why it's valuable to invest in community health and wellness. In collaboration with leaders and scholars, we gather and share knowledge to positively advance diverse community needs through a variety of evidence-based services.</p> <p>We are committed to sharing validated research and building informed advocacy to help empower communities to create great play, recreation, and open spaces. The NRS PlayCore Make A Stand Education program provides information regarding the many options in spectator seating to help build the type of facility to meet the communities specific and unique needs. The Make A Stand guide details standards, criteria, planning, seating types and accessories, purchasing and maintenance, and how to engage the community in the project. This guide provides a resource to help promote, advance, and creatively support spectator seating initiatives and infrastructure as well as providing continuing education credit to architects, park and recreation, and school maintenance and operations professionals.</p> <p>Our diverse brands are instrumental in building healthy communities through play and recreation. These world-class designers, manufacturers, and advocates operate from many places across the U.S. with one common goal, providing complete recreation environments that build Community Vitality.</p> <p>With a broad range of creative play and recreation products, PlayCore's brands advocate and champion healthy, active lifestyles with everything a community needs to promote wellness through play, fitness, site amenities, specialty recreation, aquatics, and surfacing. We maintain a commitment to comprehensive or innovative services from initial community-focused planning to developing and delivering your space, to measuring outcomes so you can share and showcase the positive impact to a broad collection of stakeholders.</p> <p>With the most comprehensive array of play and recreation products available, from dog parks to spray parks, playgrounds to picnic areas, PlayCore is dedicated to building healthier communities through play, recreation, and outdoor spaces.</p> <p>We are passionate about curating, translating, and sharing evidence-based research from a growing network of scholars through resources, high-quality professional development services, and data-driven support to help local advocates build healthy communities.</p> |
|----|--|--|

| | | | |
|----|--|---|---|
| 39 | What are your company's expectations in the event of an award? | National Recreation Systems plans to communicate the award of our Sourcewell contract throughout our dealer network to include marketing and training on the value and benefits of utilizing the NRS Sourcewell contract for their spectator seating projects. Our Sales expectation is to achieve a minimum of 15% of annual revenue initially through Sourcewell contract, and continuously grow this percentage year over year throughout the contract term. NRS plans to promote, leverage, and educate our nationwide full-service dealer sale force to establish the Sourcewell Procurement contract as the customer's purchasing vehicle of choice for NRS products and services. | * |
| 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. | NRS is a PlayCore Company with a track record of growth. NRS growth in the last three years have been 39% in 2021 over 2020, 26% in 2022 over 2021, and are on pace for 19% growth over 2022 in 2023 YTD. | * |
| 41 | What is your US market share for the solutions that you are proposing? | NRS estimates that our market share is 30% in the aluminum angle frame spectator seating market. | * |
| 42 | What is your Canadian market share for the solutions that you are proposing? | NRS estimates that our market share is less than 5% in aluminum angle frame spectator seating market in Canada. NRS realizes the opportunity to grow our market share in the Canadian market through the Sourcewell/Canoe purchasing cooperative partnership and plans to market and train our dealers in the Canadian market on the value and benefits of utilizing Canoe as the purchasing vehicle for NRS products. | * |
| 43 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No, National Recreation Systems has never petitioned for bankruptcy. | * |
| 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? | National Recreation Systems (NRS) is a manufacturer of standard and site specific engineered to order angle frame bleacher systems, aluminum players benches, and aluminum picnic tables. NRS has been selling, installing, and servicing our products through an open distribution dealer network since 1988. NRS goes to market through an open distribution network that operates in multiple sales channels depending on the market, product line and services offered in the marketplace. NRS full-service dealers operate in all markets across North America. The NRS full-service dealer is an independent business with their own sales and service force representing multiple product lines that combined are tailored to the market they serve to offer a comprehensive and complimentary array of products. Our full-service dealer network includes companies with up to 50 years of experience in their local market. These companies employ sales teams throughout the territory and have long term relationships built on personal sales calls and a history of successful turnkey projects in the market. The largest full-service dealer we work with has over 1,100 salespeople throughout North America. Many of our full-service dealers offer inspections, service, and installation for a turnkey solution on outdoor aluminum angle frame bleachers. They are considered trusted experts in the market. The full-service dealer base makes up a large percentage of our custom high-capacity outdoor sports and event seating projects in the college, high school, private school, parks and recreation, and municipal markets. Their closeness to the customer, local presence, expertise, and relationships provides excellent opportunities to sell NRS product through the Sourcewell Contract. NRS has an extensive network of dealers in this full-service dealer group that also represent other PlayCore owned companies such as Gametime playgrounds, Play and Park Structures playgrounds, Playkraft playgrounds, Superior Products playgrounds and site amenities, Porter Poligon Shelters, UltraSite site amenities, Ultra Shade shade structures, Icon Shelters, and Big Toys playground. These dealers have long term relationships and are loyal to the PlayCore owned companies which NRS is an important part of. NRS Internet/Catalog based dealers includes leading internet/catalog companies in the market across North America. Our internet/catalog dealers have long term presence in the school and parks and recreation market. Many of these dealers have large seven figure budgets supporting pay per click, google advertising, and other national and local market driven advertising to drive business to their websites. This dealer base provides a large dollar volume in transactional sales from their websites, catalogs, and long-term customer relationships. Many of these dealers also bring higher capacity bleachers and custom projects to the table as well. | * |
| 45 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | National Recreation Sytems has not been the subject of any suspensions or debarment. | * |

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. | <p>National Recreation Systems provides a yearly outreach to the local communities where our employees work. NRS has donated bleachers and provided free employee installation for Dare to Dream Youth Ranch, Fort Wayne BMX Park, PAL Police Officers League, and World Baseball academy in the Fort Wayne area where are sales and engineering offices are located.</p> <p>PlayCore, our parent company this year won the BBB Torch award for Ethics. The award is the Better Business Bureau's way to celebrate local businesses dedicated to building trust through ethical practices with their staff, the community, their approach to marketing, and within the industry. PlayCore received the award as part of the BBB of SE TN and NE GA. We will be entered in the national competition this fall.</p> <p>PlayCore won the I2019 Industry Legacy Award for our contribution to the Auburn University College of Architecture, Design and Construction's (CADC)</p> <p>PlayCore has been awarded the RMHC Red Shoe award for PlayCore's support and contribution through our employee giving fund to Chattanooga's Ronald McDonald House, the CPRS Champion of the Community award for embracing the core values of the parks profession and aligning with the mission of parks and recreation, and the Chattanooga Corporate Philanthropist award for breadth and depth of philanthropic activity over a sustained period of time.</p> |
| 47 | What percentage of your sales are to the governmental sector in the past three years? | Approximately 45% of NRS sales has been to the governmental sector in the past three years. |
| 48 | What percentage of your sales are to the education sector in the past three years? | Approximately 55% of NRS sales has been to the education sector in the past three years. |
| 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? | National Recreation Systems does not hold any other cooperative purchasing contracts. Our fantastic sales growth and dealer requests for a national cooperative purchasing option provides a great opportunity for NRS. Many of our dealers in our full-service dealer network have presented large opportunities that wish to purchase NRS through a national purchasing program and we have been tracking the availability to bid this type of opportunity for the last three years. The Sourcewell bid opportunity is an ideal purchasing cooperative for our product and services should we be awarded. |
| 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? | National Recreation Sytems does not hold and GSA contracts nor does it hold any standing offers and supply arrangements (SOSA). |

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 Los Angeles | Government | California - CA | Various 5 row 15' to 8 row x 45' non-elevated bleacher systems with ADA and vertical picket guardrail systems replacing outdated bleachers in 39 City of LA recreation centers and parks. | 2,000,000 | 2,400,000 |
| Northwest Community College | Education | Mississippi - MS | Complete renovation of existing 19 row x 101' bleacher. Includes complete replacement of old wood decking with closed deck mill finish foot planks and anodized risers, Mid aisle guardrails, midsteps, and chain link guardrails. Front walkway extended and ADA seating cut in to meet ADA requirements. 8' x 18' Press Box and Press Box understructure with installation. 1141 seats with 11 ADA seats. | 630,500 | 630,500 |
| Trousdale County Schools | Education | Tennessee - TN | Home Side 72" Elevated custom home side football bleacher system 18 rows x 241'-6" in length with installation. 48" Elevated 10 row x 127'-6" visitor side bleacher system with installation. Custom 36" elevated 5 row mitered to fit dugout/backstop baseball field bleacher with installation. Custom 36" elevated 5 row mitered to fit dugout/backstop softball field bleacher with installation. | 750,100 | 750,100 |
| Great Lakes Water Authority | Government | Michigan - MI | Custom non elevated 25 row x 361'-6" length bleacher system. | 485,000 | 485,000 |
| Maulden High School Football | Education | Missouri - MO | 36" Elevated 12 row x 151' -10" in length. Custom VIP section with 228 contour seats. 10 x 30 Custom press box and press box understructure and installation of bleachers and press box. | 416,000 | 416,000 |

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 * |
|--|--|----------------|
| City of Los Angeles Parks and Recreation | Ramon Barajas - Assistant General Manager | 323-559-5232 |
| Northwest Community College, Senatobia, MS | Mary Ayers, LEED AP - Director of College Construction and Maintenance | 662-562-3738 |
| Trousdale County Schools, TN | Dr. Clint Satterfield - Director of Schools | 615-374-2193 |

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. | <p>Our NRS authorized dealers make up our sales force. The NRS Inside Sales team supports our dealer network in all aspects of the sales and customer service on our product line. Our sales team consists of the following:</p> <ol style="list-style-type: none"> 1. Director of Sales: Oversees management of our inside sales team and our dealer network of full service and catalog/internet based dealer sales. The Director of Sales participates in all aspects of the development and execution of sales, customer service, and marketing objectives. 2. Director Of Marketing: Manages NRS marketing support to our dealer base, trade show activities, catalog, promotions, social media, and website. 3. Inside Sales Supervisor: Supervises the inside sales team and assists the Director of Sales in management of pricing, CRM system operation, quoting systems, sales pipeline activities, and participates in our marketing team meetings to support our inside sales team. 4. NRS Inside Sales Team: Inside Sales team members are assigned to a core group of NRS dealers. The inside sales team consults with their dealers on a daily basis providing quotes in response to quote requests, customer service, and assists the dealer in developing the best seating solution for the customer's needs. The inside sales team is the dealer resource for quotations, specifications, and customer service. The team communicates requests for custom drawings through our Engineering team and returns the completed drawings to the dealer for presentation to the customer. 4. Account Manager: Manages key national accounts and large dealers. Assists Director of Sales in growing our dealer sales network. 5. An open network of 250 dealers represent NRS to provide local coverage in all 50 states. NRS has authorized dealers in Canada as well. See dealer network or other distribution details in section 55 for a synopsis of our dealer network. |
| 54 | Service force. | <p>NRS has over 25 employees dedicated to serving the Sourcewell members. This NRS internal team consists of inside sales, accounts managers, project coordinators, engineering, CAD designers, production, installation, and shipping members. In addition, NRS authorized dealers have their inside sales, outside sales, and customer service teams supporting the Sourcewell members. Our team members are trained and experienced on the NRS product line and are empowered to make decisions to service the customer with the goal of enhancing and building long term relationships.</p> |

| | | |
|----|---|---|
| 55 | Dealer network or other distribution methods. | <p>NRS has been selling, installing, and servicing our products through an open distribution dealer network since 1988. NRS goes to market through an open distribution network that operates in multiple sales channels depending on the market, product line and services offered in the marketplace.</p> <p>NRS full-service dealers operate in all markets across North America. The NRS full-service dealer is an independent business with their own sales and service force representing multiple product lines that combined are tailored to the market they serve to offer a comprehensive and complimentary array of products. Our full-service dealer network includes companies with up to 50 years of experience in their local market. These companies employ sales teams throughout the territory and have long term relationships built on personal sales calls and a history of successful turnkey projects in the market. The largest full-service dealer we work with has over 1,100 salespeople throughout North America. Many of our full-service dealers offer inspections, service, and installation for a turnkey solution on outdoor aluminum angle frame bleachers. They are considered trusted experts in the market. The full-service dealer base makes up a large percentage of our custom high-capacity outdoor sports and event seating projects in the college, high school, private school, parks and recreation, and municipal markets. Their closeness to the customer, local presence, expertise, and relationships provides excellent opportunities to sell NRS product through the Sourcewell Contract. NRS has an extensive network of dealers in this full-service dealer group that also represent other PlayCore owned companies such as Gametime playgrounds, Play and Park Structures playgrounds, Playkraft playgrounds, Superior Products playgrounds and site amenities, Porter Poligon Shelters, UltraSite site amenities, Ultra Shade shade structures, Icon Shelters, and Big Toys playground. These dealers have long term relationships and are loyal to the PlayCore owned companies which NRS is an important part of.</p> <p>NRS Internet/Catalog based dealers includes leading internet/catalog companies in the market across North America. Our internet/catalog dealers have long term presence in the school and parks and recreation market. Many of these dealers have large seven figure budgets supporting pay per click, google advertising, and other national and local market driven advertising to drive business to their websites. This dealer base provides a large dollar volume in transactional sales from their websites, catalogs, and long-term customer relationships. Many of these dealers also bring higher capacity bleachers and custom projects to the table as well.</p> |
| 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. | <p>The NRS authorized dealer network has long term customer relationships as well as providing our product lines on their websites. The NRS dealers work with our inside sales team to secure the drawings, specifications, and pricing on our product line. Once a customer has entered an order with our dealer, the dealer issues a purchase order to NRS. Upon receipt of the dealer/customer purchase order, the NRS order processing team enter the order into our Microsoft Dynamix operating system. The order processing team generates an order acknowledgement to the dealer with pertinent order details to include the order ship date. The inside sales team member assigned to the dealer of the customer that placed the order is the key point of contact for all communications and requests on their order. The inside salesperson is the dealer contact for all customer service situations and is backed up by a project coordinator to expedite any product related customer service requests. A shipping notification is generated when the order is shipped. All dealer requests to support their order starts with the inside sales team member and the inside sales team members coordinates with engineering, production, project coordinators, and shipping to provide excellent communication to the dealer and the customer.</p> |

| | | |
|----|---|---|
| 57 | Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors). | <p>The NRS full-service dealer is an independent business with their own sales and service force representing multiple product lines that combined are tailored to the market they serve to offer a comprehensive and complimentary array of products. Our full-service dealer network includes companies with up to 50 years of experience in their local market. These companies employ sales teams throughout the territory and have long term relationships built on personal sales calls and a history of successful turnkey projects in the market. The largest full-service dealer we work with has over 1,100 salespeople throughout North America. Many of our full-service dealers offer inspections, service, and installation for a turnkey solution on outdoor aluminum angle frame bleachers. They are considered trusted experts in the market. The full-service dealer base makes up a large percentage of our custom high-capacity outdoor sports and event seating projects in the college, high school, private school, parks and recreation, and municipal markets. Their closeness to the customer, local presence, expertise, and relationships provides excellent opportunities to sell NRS product through the Sourcewell Contract. NRS has an extensive network of dealers in this full-service dealer group that also represent other PlayCore owned companies such as Gametime playgrounds, Play and Park Structures playgrounds, Playkraft playgrounds, Superior Products playgrounds and site amenities, Porter Poligon Shelters, UltraSite site amenities, Ultra Shade shade structures, Icon Shelters, and Big Toys playground. These dealers have long term relationships and are loyal to the PlayCore owned companies which NRS is an important part of.</p> <p>NRS Internet/Catalog based dealers includes leading internet/catalog companies in the market across North America are independent companies that represent NRS product as part of their overall catalog/internet offering. Our internet/catalog dealers have long term presence in the school and parks and recreation market. Many of these dealers have large seven figure budgets supporting pay per click, google advertising, and other national and local market driven advertising to drive business to their websites. This dealer base provides a large dollar volume in transactional sales from their websites, catalogs, and long-term customer relationships. Many of these dealers also bring higher capacity bleachers and custom projects to the table as well.</p> |
| 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. | <p>The NRS team provides our customers with the highest level of customer service. We are committed to exceeding our customers' expectations by providing them with timely, professional, and courteous service. We work diligently to resolve issues or concerns that our customers may have promptly and efficiently. Our team is empowered to take the customer service actions with the goal of enhancing and building long-term relationships with our customers based on trust, respect, and confidence. Our customer service response begins with one of the 250 plus authorized NRS dealers that sold the NRS product to the customer. The dealer is typically the first point of contact. The NRS dealer has a dedicated inside salesperson and backup that assists the dealer with the customer service request. The inside sales team is empowered to make decisions to support resolving customer service situations and have a team in engineering, production, and shipping to assist in resolving the issue to the customers satisfaction. Our team is always professional and courteous when interacting with customers. We promptly respond to all inquiries and requests with the goal of enhancing and building long term relationships. NRS keeps the customer informed on any updates and changes that may affect them. We take the time to understand our customers' needs and expectations with the goal of solving the customer service issue to the customers satisfaction.</p> |
| 59 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | <p>NRS is authorized to sell and service our standard bleacher line, site specific custom engineered bleacher systems, players benches, and picnic tables in all 50 states and Canada. Press boxes are not available to sell in California, Washington, Oregon and the cities of Chicago, Queens, New York. Press boxes are not for sale in the Canadian market as well. NRS provides installation services in all states with the exception of California, Hawaii, Oregon and Washington. NRS does not provide installation services.</p> <p>However, NRS has authorized dealers in the states of California, Hawaii, Oregon and Washington that can provide installation services.</p> |
| 60 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | <p>NRS has an experienced dealer base in Canada, and it is our goal to grow our business in the Canadian market. NRS will focus Sales and marketing efforts towards the Sourcewell participating entities in the Canadian market. This focus will enhance our strategic plan to grow our business in Canada. NRS does not sell press boxes in Canada. NRS does not provide installation services in Canada, however, NRS authorized dealers in Canada can provide installation services.</p> |
| 61 | Does Proposer intend to serve nonprofit agencies if awarded a contract? | <p>Yes, NRS will serve nonprofit agencies that are members Sourcewell who wish to purchase NRS product through the Sourcewell purchasing contract.</p> |

| | | | |
|----|--|--|---|
| 62 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | NRS is authorized to sell and service our standard bleacher line, site specific custom engineered bleacher systems, players benches, and picnic tables in all 50 states and Canada. Press boxes are not available to sell in California, Washington, Oregon and within the cities of Chicago, and New York City. Press boxes are not for sale in the Canadian market as well. NRS provides installation services in all states with the exception of California, Hawaii, Oregon and Washington. However, NRS has authorized dealers in the states of California, Hawaii, Oregon and Washington that can provide installation services. | * |
| 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? | NRS is authorized to sell and service our standard bleacher line, site specific custom engineered bleacher systems, players benches, and picnic tables in all 50 states and Canada. Press boxes are not available to sell in California, Washington, Oregon and within the cities of Chicago, and New York City. Press boxes are not for sale in the Canadian market as well. NRS provides installation services in all states with the exception of California, Hawaii, Oregon, Washington, and Canada. However, NRS has authorized dealers in the states of California, Hawaii, Oregon Washington and the Canadian provinces that can provide installation services. | * |
| 64 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | NRS is authorized to sell and service our standard bleacher line, site specific custom engineered bleacher systems, players benches, and picnic tables in Hawaii, Alaska and US territories outside the continental US. Press boxes are not available to sell in US territories outside of the continental United States. NRS does not provide installation services in Hawaii, Alaska, and US territories outside of the continental US. However, NRS has authorized dealers in the states of Hawaii, Alaska and US territories outside the continental US that can provide installation services. | * |

Table 12: Marketing Plan

| 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. | <p>NRS will immediately establish a landing page on our website dedicated to educating our customers on Sourcewell and the benefits of utilizing the Sourcewell contract. This will include direct links to Sourcewell. NRS will market the Sourcewell contract through social media and continuing to promote through various marketing outlets year-round.</p> <p>Sourcewell brand identification will be featured on published printed marketing materials to include an NRS Sourcewell marketing point of sale piece.</p> <p>NRS will utilize the Sourcewell contact list to promote the NRS as an awarded Sourcewell vendor following the protocol Sourcewell outlines for email contact of the member list.</p> <p>NRS will promote Sourcewell with NRS authorized dealers through educational Microsoft teams meetings and webinars focusing on the features, benefits, and procedure for utilizing the Sourcewell contract to purchase NRS products and service.</p> <p>NRS will promote Sourcewell within all of our PlayCore family of brands through internal training on the features, benefits, and procedure for utilizing the Sourcewell contract to purchase NRS products and service.</p> <p>NRS will include "Canoe" and or other Sourcewell approved materials as a way to access the Canadian group of members. NRS will educate our Canadian dealers on the features, benefits, and utilization of the Sourcewell Canadian partners (Canoe) contract.</p> <p>NRS will promote the Sourcewell contract at all state and national trade shows we participate in and will have an NRS salesperson trained on the benefits and procedures for utilizing the Sourcewell purchasing contract in the trade show booth. We will display the fact that we are a Sourcewell contract holder through signage and marketing materials in our trade show booth.</p> <p>NRS will participate in Sourcewell training events meetings and the annual Sourcewell conference.</p> |
| 66 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>NRS has recently launched a new and updated website with easy to navigate and intuitive access to NRS standard and custom models. At NRS, technology and digital data is crucial to enhancing our marketing effectiveness and the ability to report on analytics. With the rise of social media and the abundance of metadata, this allows us to gather information on our customers' behaviors and preferences. By utilizing this data, we can create targeted marketing campaigns that resonate with our customers, resulting in higher engagement and conversion rates. Additionally, analyzing this data provides insights into the effectiveness of our marketing efforts, allowing us to adjust our strategies accordingly. Therefore, technology and digital data play a significant role in improving our marketing effectiveness and driving business success.</p> |
| 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? | <p>The NRS view is that Sourcewell will promote NRS products via access from the Sourcewell website, in social media, at tradeshow, and in Sourcewell publications. NRS will act quickly on leads generated and provided by Sourcewell as our expectation is that the leads will be reliable as many will be from existing members that have already utilized the Sourcewell contract for other purchases and are exploring utilizing the contract to purchase our spectator seating products.</p> <p>NRS will work with the Sourcewell contract managers wherever possible to promote utilization of our products through the Sourcewell contract.</p> <p>NRS will educate our dealer base on the features and benefits of utilizing the Sourcewell contract with the goal of these benefits becoming a valued offering that the sales force will promote in their sales conversations with their customer base.</p> |
| 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. | <p>The NRS standard product line does lend itself to an e-ordering process. NRS is currently exploring future implementation of the standard product line into an e-service ordering process. However, at this time, we do not have one in place.</p> <p>The NRS custom designed and engineered to order custom bleacher systems due not fit into an e-procurement ordering system.</p> |

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. | <p>NRS offers the "Make a Stand" educational program to Sourcewell members. Make a Stand is a practical planning guide to Spectator Seating. Make a stand can be presented in a 1-1/2 hour session for .15 CEUS/ 1.5 AIA LUs) or a one hour session for .1 CEU/1.0 AIA LUs .</p> <p>"Make A Stand" describes the features and benefits of grandstands and bleachers used in different settings. The presentation describes best practices and considers when selecting, installing, and maintaining grandstands and bleachers. Make a Stand Summarizes the standards and criteria when designing spaces that include grandstands and or bleachers. At least two case studies related to grandstands and bleacher projects are discussed.</p> <p>NRS provides the Make A Stand CEU/AIA continuing education at no charge to Sourcewell members.</p> | * |
| 70 | Describe any technological advances that your proposed products or services offer. | <p>NRS utilizes the latest in engineering and design technology to generate sales, submittals, production, and installation files. NRS uses 3D design software for all orders to ensure 100% bill of material accuracy and provide production with fabrication drawings that are based on the products final assembly. When needed NRS is able to complete onsite 3D scans that generate a 3D point cloud that can be uploaded into our 3D design software to ensure products are designed to be a perfect fit to the site ensuring faster installation and improved product safety.</p> | * |
| 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. | <p>National Recreation Systems manufactures bleacher, benches, and picnic tables at our facility located in Lakeland, Florida. Our products are primarily constructed from aluminum and steel. Aluminum generally contains 80% recycled material and 20% primary aluminum billet to meet industry standards. Steel used in our products is typically produced using mini-mill technology, and results in approximately 90% recycled material.</p> | * |
| 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). | <p>NRS stadium and event venues help connect people with places, create community capital, and may provide economic benefit by gathering people around shared interests like sports teams, cultural occasions, and community events. Family and friends cheer for their hometown heroes, create and share memories of their children's performance and participation in physical and mental health promoting activities.</p> | |
| 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. | N/A | * |
| 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. | <p>NRS does not have any MWBE or veteran owned business certifications. When specifically required on a job, we make every effort to hire local qualified MWBE subcontractors. NRS has many dealers that meet the requirement, and our goods and services can be sourced through them in order to meet any minority owned business certifications.</p> | * |

| | | |
|----|--|---|
| 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? | <p>National Recreation Systems offer the Sourcewell members a wide breadth of products for the event seating space. We have standard bleachers, benches, and picnic tables with fast ship of 72 hours from placement of orders on many of these standard products.</p> <p>NRS has a library of proven elevated and non-elevated large capacity bleacher designs to select from that provide easy selection and fast turnaround. This broad selection of large capacity bleacher drawings that are immediately available and include equipment and installation pricing.</p> <p>Our site-specific custom engineered to order bleacher systems are designed with Inventor 3D software and stamped drawings and calculations by licensed professional engineers that cover all 50 states. The NRS modular angle frame bleacher design allows for future expansion of the bleacher system to increase seating capacity.</p> <p>NRS provides free design services that includes consultation, 3D Inventor drawn structures, AutoCad drawings, and detailed specifications. We provide turnkey service including installation by professional experienced bleacher installation teams. Our dealer network of over 250 dealers live and work in the communities they service. They have long term presence and relationships in the government and education market.</p> |
|----|--|---|

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 * |
|-----------|---|---|
| 76 | Do your warranties cover all products, parts, and labor? | <p>NRS stands behind and warranties all products, parts, and labor for structural strength of any framework or component for one year from date of product shipment. NRS provides a five-year warranty on aluminum plank that it will not blister, crack, peel, or flake due to weather, temperature change, continued exposure to rain, snow, or U.V rays from the sun.</p> <p>Copy of our Warranty Program is uploaded under Documents.</p> |
| 77 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | <p>NRS warranty does not cover damages resulting from improper usage, abuse, alteration, negligence, transportation, fire, lightning, caustic chemicals, acts of God, improper maintenance, vandalism, or other causes beyond the control of the "company" are excluded.</p> <p>Copy of our Warranty Program is uploaded under Documents.</p> |
| 78 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | <p>Most warranty issues are solved quickly and efficiently resolved through photography. Our manufacturing documents are in CAD and Inventor 3D software which allows us to easily identify any manufacturing error that may have occurred.</p> <p>NRS at their own discretion may elect to disburse someone from our engineering or installation support team to the job site. If deemed to be a warranty issue, NRS will cover the expense including NRS installer technicians travel time and mileage to perform the warranty repairs. NRS has been providing spectator seating for over 35 years and has built our business by standing by our products.</p> <p>Copy of our Warranty Program is uploaded under Documents.</p> |
| 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? | <p>There are no geographic areas for which NRS or and NRS authorized dealer cannot provide a technician to perform warranty repairs.</p> |
| 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? | <p>Items not manufactured by NRS such as metal skirting for bleachers are passed through warranties by the original equipment manufacturer. NRS's installation support team and engineering team will handle any discussions or additional questions regarding all warranties even if they are passed through the original equipment manufacturer.</p> |
| 81 | What are your proposed exchange and return programs and policies? | <p>NRS must approve return of product through a completed return authorization form. The NRS authorized dealer or NRS inside sales team will complete this document and issue a return authorization approval. NRS charges a 20% restocking fee as returned product is unpackaged, inspected, and products that pass inspection are restocked into inventory. NRS will only credit for product that passes the return inspection process. The credit is for the approved inspected product less the 20% restocking fee. The customer is responsible for freight charges for the returned product from the customer's location to the NRS manufacturing facility and distribution center in Lakeland, Florida.</p> <p>Template of the Return Authorization Form is uploaded under Documents.</p> |
| 82 | Describe any service contract options for the items included in your proposal. | <p>Bleachers and grandstands require a yearly inspection. NRS does not offer service contracts, however, the NRS authorized dealer base offers inspection services through their local presence in the market.</p> |

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 * |
|---|--|
| NRS does not have any exceptions or modifications to propose. | <input type="radio"/> Yes <input checked="" type="radio"/> No |

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - NRS SOURCEWELL PRICE LIST 2024.pdf - Tuesday August 15, 2023 14:54:33
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - national_recreation_systems (1440p).mp4 - Tuesday August 15, 2023 15:10:08
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - National Recreation Systems Warranty.pdf - Tuesday August 15, 2023 10:40:33
 - [Standard Transaction Document Samples](#) - Sourcewell Sample Quote.pdf - Tuesday August 15, 2023 14:55:09
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - RMA Template.pdf - Tuesday August 15, 2023 10:41:38

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

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. - David Farson, Director of Sales, National Recreation Systems, Inc.

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 | <input checked="" type="checkbox"/> | 1 |