

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Dant Clayton Corporation, 1500 Bernheim Lane, Louisville, KY 40210 (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

Dant Clayton Corporation


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

DocuSigned by:  
*Amanda Caufield*  
By: A174F0FBD2CE467...  
Amanda Caufield  
Title: Director of Marketing & Sales Operations

Date: 10/5/2023 | 7:24 AM CDT

Date: 10/4/2023 | 3:24 PM CDT

Approved:

DocuSigned by:  
  
By: 48BAF71B0894454...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 10/5/2023 | 9:08 AM CDT

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

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## Vendor Details

Company Name: Dant Clayton Corporation  
Does your company conduct business under any other name? If yes, please state: Tuttle (A Dant Clayton Division) / Dant Edge  
Address: 1500 Bernheim Lane  
Louisville, Kentucky 40210  
Contact: Amanda Caufield  
Email: [acaufield@dantclayton.com](mailto:acaufield@dantclayton.com)  
Phone: 502-693-3655 223  
Fax: 502-693-5574  
HST#: 60-0947342

## Submission Details

Created On: Tuesday June 27, 2023 10:00:58  
Submitted On: Thursday August 10, 2023 11:40:36  
Submitted By: Amanda Caufield  
Email: [acaufield@dantclayton.com](mailto:acaufield@dantclayton.com)  
Transaction #: 8c4cd246-1da8-41ae-a6aa-f033b9394e3f  
Submitter's IP Address: 66.180.78.149

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Dant Clayton Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	This proposal only includes products and services provided by Dant Clayton and our established divisions of TUTTLE (A Dant Clayton Division) and Dant Edge. Additional project specific offerings are addressed via "sourced products" as outline in question #26.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	TUTTLE (A Dant Clayton Division) Dant Edge
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE #: 6T278
5	Proposer Physical Address:	Corporate Office/Headquarters: 1500 Bernheim Lane Louisville, KY 40210  Railing Satellite (Office & Production): 120 Shadowlawn Drive Fishers, IN 46038  Aluminum Production Facility: 1163 Algonquin Parkway Louisville, KY 40208  Steel Production Facility: 1550 Bernheim Lane Louisville, KY 40210
6	Proposer website address (or addresses):	www.dantclayton.com / www.stadiumbleachers.com / www.tuttlerailings.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Bruce Merrick – Chairman / 1500 Bernheim Lane Louisville, KY / bmerrick@dantclayton.com / 502.634.3655, ext. 220  Jonathan O'Leary – President & CEO / 1500 Bernheim Lane Louisville, KY / joleary@dantclayton.com / 502.634.3655, ext. 270  Donald Eisner – Vice President of Finance / Treasurer / 1500 Bernheim Lane / Louisville, KY / deisner@dantclayton.com / 502.634.3655, ext. 316  Amanda Caufield – Director of Marketing & Sales Operations / Secretary / 1500 Bernheim Lane / Louisville, KY / 502.634.3655, ext. 223  Jamie Richardson – Vice President of Product Delivery / 1500 Bernheim Lane / Louisville, KY / jrichardson@dantclayton.com / 502.634.3655, ext. 291
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amanda Caufield – Director of Marketing & Sales Operations / 1500 Bernheim Lane Louisville, KY / acaufield@dantclayton.com / 502.634.3655, ext. 223
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Blaine Skeens, Preconstruction Specialist, 1500 Bernheim Lane Louisville, KY 40210 bskeens@dantclayton.com, 502.634.3655, Ext. 266  Jim Lewis, Director of Sales & Preconstruction Services, 1500 Bernheim Lane Louisville, KY 40210 jlewis@dantclayton.com, 502.634.3655, Ext. 247

**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.	Dant Clayton's offering under our Sourcewell contract to date consists of our core product lines and associated service programs. Those core products include standard angle frame bleachers (Dant Edge line), premium Alum-A-Stand bleachers, custom I-Beam grandstands, pre-engineered I-Beam grandstands (Game Ready Grandstand & Championship lines), custom press boxes, pre-engineered press boxes, Long & Mid-Span Aluminum Riser System, Hybrid Precast Stadium System, and Architectural Railing options. As we continue to live into our value

of “continuous improvement is our lifeblood”, we are also including in this offering renovation solutions, replacement parts, and an expanded offering of architectural railing options.

In terms of core services, prefabrication service offerings are included in all of the products above. These include customer consulting, site analysis and survey, design, engineering via our in-house Preconstruction Service Group, and project management via our Construction Management Team. For members needing additional support prior to purchasing materials, we offer supplementary design, engineering, and 3-D modeling/coordination. This will help members to better define their needs and ensure a workable, constructible, and affordable turnkey solution.

Our post-fabrication services include fabrication, assembly, warranty, and inspections. Warranty service is included in the product pricing presented. In alignment with building codes (ICC 2017 501.2 and 501.2.1), proper and consistent inspections with required identification tags are required for all tiered seating. To aid members in compliance and general required maintenance of their grandstand/seating structures, we offer inspections as part of this proposal. We can contract for a one-time assessment or a five (5) year agreement at a discounted rate. We utilize our nationwide network of certified grandstand installers to assemble and inspect the product in accordance with local building codes.

Our product lines represent an offering ranging in quality from good to better to best. The standard angle frame provides a cost-effective seating solution, premium Alum-A-Stands provide a frame bleacher with improved quality, and a custom I-Beam provides our flagship seating solution with the most flexibility and finish options of any product line. With the launch of the Hybrid Precast and Long Span Aluminum Stadia Systems, we have additional “best” solutions that closely mirror the traditional precast product found in professional level venues. This has taken our good, better, best approach to the next level.

The standard angle frame bleacher (Dant Edge) product line includes only the specific configurations of bleachers listed on the price sheet. The elevated models are elevated 30” above grade. Stairs and ramps are included as part of the bleacher package if they are listed in the Product ID. This product line offers the most efficient layout possible. By limiting the number of design options, design time and costs are reduced. These bleachers are our most cost-effective seating solution. Drawings are included, but if an engineer stamp is required, it is an additional cost on this product line.

The premium Alum-A-Stand bleacher product line is a premium option for standard seating configurations. These bleachers feature all aluminum tube understructures with a unique snap in decking system that reduces assembly time significantly. In addition to reduced assembly time, these models can support more load than a typical angle frame bleacher. The stronger aluminum members allow us to offer cost effective understructures for press boxes as part of this product line. These bleachers can be customized, and our price list has been updated to provide solutions beyond these specific configurations. The egress elements are broken out separately to allow for more configurations. The elevated versions of this premium model feature a 40” elevation which can provide better sightlines over players standing on field sidelines compared to a more typical 30” elevation. Stamped drawings are included with pricing for these models.

The custom I-Beam grandstand product line is broken out into specific components including the core stand module, guard railing, understructure, egress elements, and other optional features such as finishes and seat types. The intent of this product line and pricing strategy is to allow as much flexibility as possible in the grandstand design. This product line allows the customer to select any number of rows, any length, any understructure support grid, any tread and riser dimensions, any egress element configuration, any railing locations, and any seat type. The open span understructure also allows for the use of the space below the grandstand. Stamped drawings are included with these models.

The core stand modules include the primary support structure consisting of sloping steel members used to support aluminum decking and risers, which are also included. This product line features our premium welded deck system where individual planks are welded together to minimize deflection and to improve water control. The understructure can be purchased on a \$/lb. basis which allows us to customize the understructure to meet a specific project’s needs. Egress elements (stairs, ramps and platforms) are designed to accommodate nearly any configuration of stairs and ramps that is required for a specific project. Guard railing is available in galvanized or black vinyl chain link fencing, or premium picket rail product options. Several selections are available for different seat types including backrests, molded plastic “Colosseum I” chairs, and individual “Colosseum II” seating and backrest modules. The core stand includes aluminum bench seating.

Our Pre-engineered I-Beams, known in the market as our Game Ready Grandstand (GRG) line, uses the same high-quality and durable materials as our custom I-Beams, but at a reduced price point due to them being pre-designed and engineered. Taking some of our most popular configurations (total of 24 core grandstands), this evolution of modularized, cost-effective, scalable solutions, allows for efficient fabrication schedules and industry leading features to ensure members' game readiness. The Championship Series of the GRG offers multiple elevation options for improved sight lines, quality decking, vertical picket rail, multiple pre-planned egress options, and the ability to incorporate team spirit with powder coat finish options. Provides a great solution for members that don't have the limitations of a restricted site or complex geometry need, to be able to purchase a grandstand of high quality at a lower price. Since these units are designed in a modular fashion, they can be built upon at a later date should a venue need additional seating capacity.

Decking finishes are also available in good-better-best grading with mill finish providing a durable code compliant surface, shop blasted slip resistant decking (SRD) providing improved safety, and slip and stain resistant decking (SSRD) providing improved safety and aesthetics.

Adding to our decking options, our Long and Mid-Span Aluminum Stadia System provides the ultimate lightweight and durable stadium riser package available today. Weighing less than 25% of comparable precast concrete riser units, the Long Span Aluminum system generates simplicity and cost savings within any stadium or arena structure, new or retrofit. Structural aluminum is proven to be a durable material and requires much less maintenance cost compared to other systems. Engineered to rigid deflection and vibration standards, these tread and riser units provide the same solid feel as traditional concrete, and with the optional injection of sound deadening rubber infill, the system can be provided to meet any sound performance expectation, loud or quiet.

A sleek, clean, and modern look from all sides helps this system stand out aesthetically, providing for new design opportunities not typically considered with concrete or other systems. Creating over 30' spans underneath give members useful space below the structure. Cost-effective design choices can be made with the material finish, drainage plan, trim package, edge and joint conditions, sound performance, and tread dimensions that aren't available with any other type of stadia system. This optional upgrade gives customers the ability to accommodate unique structural requirements, improve aesthetics from below, and improve sound performance.

For those members looking to create a more traditional concrete venue, we offer the Hybrid Precast Stadium System which provides the principal benefits of a complete concrete stadium at a significantly reduced cost. Combined with an economical steel structure, this revolutionary system sets a new standard in high quality, cost effective stadium construction. With all walking surfaces provided as lightweight precast concrete elements, spectators will experience the feel of a conventional precast structure, at a reduced-price tag. The Hybrid Precast Stadium System functions in combination with any type of structure support system and can be provided with the full range of Dant Clayton features and options. This option, as well as Long Span Aluminum, still incorporates the elements of the assembled product such as aisle steps, rails, and bench seating.

Steel finishes are available in good-better-best grading. The core stand and understructure includes galvanized steel, but an option is provided to upgrade to a powder coated finish for improved aesthetics or a 2-coat steel finish for improved aesthetics and durability. We do not offer a 1-coat powder coat within 100 miles of a coastline due to the effect the saline environment has on the powder coating. We recommend using the 2-coat system if a colored steel finish is desired in those areas.

Closure or grandstand and press box skirting options include aluminum riser panels, a recycled plastic panel, or an architectural brick façade panel.

The custom press box product line includes fully finished buildings using modular construction designed for media, suite, concession, and/or ticket booth facilities. These are offered in several specific sizes to include those ranging in width from 8' to 14' and ranging in length from 12' to 66' for a single unit. However, we are now able to construct these end-to-end for additional length options as well as create multiple level solutions. Four (4) framing types are offered, type I framing is more cost effective, but contains combustible materials. Some applications require the use of non-combustible materials, so other types (II – IV) construction are also offered. Many of the interior and exterior finishes can be customized including window types, siding types, door types, colors, security shutters, partitions, roof styles, addition of rooftop filming with railing and access type considerations, electrical and sound enabled packages, HVAC options, signage and more. Further advancements are currently in the works to better ensure aesthetic alignment with a

		<p>member's surrounding facility.</p> <p>Our pre-engineered press boxes, noted as the Game Ready Press Box, follows suit with our Game Ready Grandstands with speed to market. As all design, engineering, state approval and most finish options are pre-determined, we are able to offer a quality box in a fraction of the order to install time frame. The Game Ready Press Box offering consists of six (6) press boxes, representing our most requested sizes.</p> <p>The last core product breakout in our proposal is our ability to offer architectural railing. Adding onto the existing offerings of chain link fence and picket rail, we also provide more aesthetic options of hand and guard rails for our seating solutions and beyond. This includes stainless steel picket rail, cable rail, various infill panel rail options, along with glass clip and shoe choices. This allows members more high-end options for various railing locations throughout their venue and opens up additional applications for our products/solutions. Pricing for these options appears under the "Architectural Railing" category in our price offering.</p> <p>Once again, seeking to bring quality products to market at a lower price point and quicker speed, our Architectural Railing offering now includes our modular rail systems. These pre-designed and engineered railing options currently come in four (4) bar/support element styles and can offer easier installation and replacement of panels. With multiple infill options, one can achieve endless design opportunities to match or complement any aesthetic.</p> <p>Aside from these core products, this proposal also includes solutions for loge/suite seating, team benches, scorers' tables, portable tip &amp; roll bleacher units and seating space identifiers by way of seat and row tag options.</p> <p>In preparing for this proposal submission, we have added 40% more products and services to ensure that members have access to all that Dant Clayton has to offer in the spectator seating and architectural railing space. These additions of products and services include add-ons to offerings previously under contract in Dant Edge (catalog product and replacement parts), renovations, and standalone Alum-A-Stand press box understructures. New to this contract, but fully in line with the category parameters are standalone I-beam press box understructures, mid-span aluminum riser system products, hybrid precast options, upgraded custom railing offerings, pre-engineered railing options (via TUTTLE division), drink rail, chair rail in support of other vendors' chair products, Alum-A-Stand vomitory kits (creates additional egress options), 20-row Alum-A-Stand bleacher options and assembly services for the balance of these items.</p> <p>To give context to the breadth of our product offering, when considering only the I-Beam grandstand line there are 550,000 base structure combinations that can be provided as a solution. That number increases into the quadrillions when adding in various elevations, our array of finish and press box options. This scope of potentials solutions is compounded when adding on our other lines of Alum-A-Stand, Long Span Aluminum and Hybrid products. We truly feel we have a product combination to meet every member's specific need.</p>	
11	What levels of service (material only, turnkey, other) are being proposed?	Dant Clayton's proposal is constructed as turnkey solutions; however, we can perform as a material only supplier should that better serve the member's need. Pricing for this proposal has been presented with cost of installation/assembly broken out for this purpose.	*
12	Does the response include installation services?	Yes	*
13	If the answer to Line 12 above is Yes, describe in detail the following elements (Lines 14-16) of installation services.	See responses below per instructions.	
14	How does the Participating Entity select an installer?	The process of selecting an installer typically begins in the pursuit phase of a project. Our sales and estimating team select an installation resource to partner, obtain installation pricing based on applicable scope, and include this cost in our overall price/bid in hopes of being awarded the work. When selecting an installation partner, past experience with project and/or product type, locale, availability, and other project specific requirements are considered. If successful in obtaining the work, following an internal hand off meeting and finalizing Dant's contract with our customer, the assigned Project Manager will "buy out" the installation scope from our partner utilizing Dant Clayton's standard subcontract agreement template.	



15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	<p>Dant Clayton offers new installation partners various resources to train them and ensure they are set up for success with the means and methods of installing our products.</p> <p>Historically, this has consisted of:</p> <ul style="list-style-type: none"> <li>• Initial “meet and greets” at our corporate office and manufacturing facilities in Louisville, KY where expectations are set, and prequalifications/minimum requirements are communicated to install Dant Clayton products.</li> <li>• Providing and review of product installation manuals.</li> <li>• Providing and review of Dant Clayton subcontract template and terms.</li> <li>• Providing and review of Dant Clayton Construction Health &amp; Safety Manual.</li> <li>• Annual or bi-annual installer “summits” where multiple install partners travel to Louisville, KY to review topics such as jobsite safety, quality issues with product, suggestions on improved installation means and methods, etc. These summits are generally 1-1.5 day events.</li> <li>• Generally, new installers are given a smaller portfolio of projects to complete in their first year without too much complexity as they work through their learning curve with our products.</li> <li>• Dant Clayton Project Managers travel consistently to check on new installers to ensure their initial installations are going well.</li> <li>• Providing detailed erection drawings (FFUs) to installers and maintaining a discipline corrective action program (FPRs = Field Problem Resolution) to provide timely engineering feedback, materials, etc. that allow installers to maintain progress to complete their work timely.</li> <li>• Consistent checks and balances that installation partners are similarly licenses/credentialed in the same manner that Dant needs to be to do work in jurisdictions throughout the United States. Resources in both Sales and Project Management take this into consideration when an installation partner is selected.</li> </ul>
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	<p>Yes, Dant Clayton does require a standard agreement with our installer base.</p> <p>See Attachment: Installer Subcontract Agreement v.8.2.21</p>

**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	Dant Clayton can provide rental equipment to meet a members temporary needs (typically driven by schedule), but does not list this type of item by SKU number in our pricing/proposal offering.

**Table 3: Pricing Offered**

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

**Table 4: Pricing and Delivery**

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

Line Item	Question	Response *

22	<p>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>	<p>As our offering is mainly comprised of engineered-to-order solutions with ancillary products and complimentary services, our pricing is presented as ceiling or not to exceed price list. In most scenarios, specific project needs can be provided to a member for a lower price than is listed on our price sheet. This is often achieved by the res-use of previously engineered solutions or by using portions of pre-engineered solutions. With thousands of successful spectator seating projects in our design history, there are a plethora of options available. When that is the case, the savings are passed along to the member.</p> <p>To aid in understanding the elements of our pricing, we have created a modular approach for displaying costs of our key components. Our proposal includes line-item pricing for our wide range of products and services (outlined in question #10). Each is presented on a dedicated tab in the overall pricing spreadsheet. A sample quote form is also included for combining costs across the different tabs.</p> <p>For the products, pricing is presented as a defined unit cost. This can range from complete stand cost to by square or linear feet price.</p> <p>The Dant Edge and Alum-A-Stand product lines are modular offerings and pricing is based on unit costs plus adjustments for different configurations of bleachers. Egress elements and finish options are given as unit prices as well.</p> <p>I-Beam structural stands (custom and pre-engineered I-Beams, Hybrid and Long/Mid-Span options) are priced based on a unit price (\$/SF) multiplied by the appropriate unit (Area). Different unit prices are given for different configurations including number of rows, riser height, and geometry. Additional options for egress elements and finishes are also provided using unit pricing.</p> <p>Modular press box building units are also offered with several size configurations. These sizes are based on standard configurations for Dant Clayton. Pricing is again provided as unit prices for the specific configurations listed. Several options including upgraded siding and windows are also provided using unit prices. Architectural railing material and finish offerings are presented as linear feet pricing with mounting condition options shown as a unit price.</p> <p>Our service pricing comes in two forms. Professional services spanning design, engineering, 3-D modeling, and site management are presented at an hourly rate. While assembly and inspection service are based on stand components, geographic area, and project wage requirements (assembly only). For more details on assembly pricing structure see response to question #23.</p> <p>In many cases, our customers wish to combine multiple products and services from different product lines to create a unique solution for their particular needs. When combining line items, we utilize the sample quote sheet that creates a ceiling aggregate price of desired items from each specific product line. This quote sheet is created for every estimate denoted as a Sourcewell project to ensure pricing to the member is compliant.</p>
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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>Dant Clayton has been performing assemblies/installations of our materials since we entered the event seating industry back in 1979. At present, we have multiple Project Managers on staff that have previously worked as installers for the company. Based on our knowledge of this portion of our scope and in partnership with our certified installers, pricing for this proposal was created to reflect defined and/or unit cost. This ranges from net or gross seat, linear or square foot, or by a particular unit (i.e. tread, chair, and/or ladder). Pricing for this service includes standard job costs, per diems for food and lodging, as well as standard mobilization.</p> <p>As we provide assembly services nationwide, pricing for this work is presented in two wage forms, prevailing and union as well as by zone, showcasing a breakdown by location of work.</p> <p>When providing a quote for a member on a specific project, assembly services are solicited from our certified installer base to ensure the most accurate, scope-inclusive, and cost-effective pricing is obtained for final pricing.</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>Dant Clayton does not have published pricing; however, our pricing listed here does provide some innate benefits to the customer. By engaging directly with Dant Clayton, customers can tap into our 44 years of exceptional experience in the industry and can achieve the most efficient design and product selection. Often when architects and contractors are involved, Dant Clayton must comply with a rigid set of documents. By removing those restrictions, Dant Clayton is able to offer our most efficient solution for each customer's specific needs.</p> <p>Through use of the contract, we can partner with clients/members earlier in the process (minus outside influences) and showcase ways that additional savings can be gained through cost effective designs, various value engineering options, as well as overall project construction cost understanding, all without compromising the vision. This has been highlighted in the WSJ graphic "Battle of the Bleachers", where the top three (3) projects listed with favorable costs per seat were all Dant Clayton projects where we were involved early.</p> <p>In addition, our submitted pricing is based on ceiling/do not exceed pricing, thus our quotes to members are typically 5-10% lower for custom solutions and 15-20% lower for our more standardized solutions (reduction rooted in efficiency of design and production). If we can offer a specific product/service solution for a given opportunity at a lower price based on project influence, we will pass those savings along to our customers.</p> <p>See Attachment: Battle of the Bleachers</p>	*
25	Describe any quantity or volume discounts or rebate programs that you offer.	<p>If customers are interested in purchasing several standard or repeatable units, we will assess the appropriate discount to offer based on the product and quantity being ordered. Most often, these saves will be in the areas of reduced design and engineering, freight (via combined loads), reduced assembly/mobilization costs, and the incurrence of less manufacturing time due to efficiencies gained. The percentage of the discount is dependent on the stand configurations selected. Since our pricing is based on ceiling pricing, we are able to offer quantity discounts that are tailored for each specific customer.</p> <p>Dant Clayton does not have a rebate program for our products offered.</p>	*
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>Dant Clayton identifies "sourced" products as those that we do not personally hold on contract, perform in house or via authorized partners. We will assist in procuring these products and services, provided that the majority of the overall solution is comprised of Dant Clayton products/services. These items are sourced by soliciting quote(s) from providers and then sold under the contract at cost plus a percentage.</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>Our pricing is intended to be as inclusive as possible. In many cases, multiple line items must be selected to receive a full solution. Dant Clayton will work with our customers to ensure that they understand which line items are required for their particular scenario to see contract ceiling price versus quoted price.</p> <p>Items not covered, but applicable in some selling scenarios are sales and use tax, permits and/or bonds, construction affidavits (required by some states for specific purchases), extended warranty requests, and customer required accounting software solution purchases.</p> <p>If additional design or engineering is requested for portions of the work not directly associated with our products/outside of our realm of scope, supplementary costs of this nature may be added based on our listed rate and/or agreement with the customer as to a reasonable amount for these further services.</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.	A freight rate for the continental US (excluding air, rail, and overwater transport or offshore locations) has been included on our price sheet as a \$/truck-mile rate. The number of truck-miles are determined by weight/type of material (grandstand components or press box structure) and shipping destination. For short runs (defined as transports of < 125 miles), we do incur an additional flat fee plus the current \$/truck-mile costs.	*
29	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Dant Clayton will work with a broker to coordinate overwater, overseas or international deliveries. These services are not included in our pricing and will be added as a sourced item, if applicable. We also offer customers the option to receive products or take ownership from our plant in Louisville, so long as they are able to provide a bill of lading indicating the final destination.	*
30	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Dant Clayton offers a wide variety of distribution channels for our customers. We offer a factory direct maintenance and catalog division, a network of Dant Clayton regional partners, a staff of independent dedicated sales representatives, and a national team capable of handling open territories, complicated projects, and larger accounts.</p> <p>In addition to offering many methods for owners to purchase directly from Dant Clayton, we have developed relationships with regional general contractors who can carry Dant Clayton's products as part of a larger project.</p> <p>In terms of industry delivery methods, we offer members and partners the option of engaging with Dant Clayton via Design Assist (via our Preconstruction Services Agreements), Design Build, or we can perform as a subcontractor and/or supplier of materials.</p>	*

**Table 5: Payment Terms and Financing Options**

Line Item	Question	Response *
31	Describe your payment terms and accepted payment methods.	Our standard terms are Net 30 Days - Dant Clayton's Offer of Sale terms and conditions shall apply to all orders and shall supersede any other terms and conditions proposed by the Buyer or agreed to by Dant Clayton. Additionally, Dant Clayton reserves the right to negotiate any and all additional terms and conditions proposed by the Buyer.  Acceptable forms of payment include wire transfer, credit card and check.
32	Describe any leasing or financing options available for use by educational or governmental entities.	Dant Clayton does not directly offer leasing or financing options to members, but rather partners with National Cooperative Leasing (NCL), another Sourcewell vendor, to assist members in securing finances for our products and services. We have found this process to be both simple and effective for both parties (Dant Clayton and Sourcewell members) and plan to continue to promote this financial service along with our contract.
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.	For each Sourcewell quote sent to a member via a Dant Clayton Sales Rep, a standard quote form baring our contract number will be presented with a scope sheet outlining what is included/excluded, terms and conditions, a certificate of insurance, warranty examples (for seating structure and press box if applicable), as well as inspection information. When a transaction is between a Dant Clayton Dealer and Sourcewell member, a similar packet is prepared under the dealer's company name, with aligned elements and terms, showcasing the Dant Clayton Sourcewell contract number and approved pricing. Note: All Sourcewell pricing whether presented via a Sales Rep or Dealer is prepared through the Dant Clayton Preconstruction Specialist Team (estimators) to ensure compliance with presented pricing in this proposal.  See attached: Dant Clayton Offer of Sales Terms and Conditions
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?	Dant Clayton does accept credit card payments through Square for any and all orders regardless of size. With this process, invoices are sent to customers via the Square website where members are able to enter their own payment details, thus keeping all credit card information off of Dant Clayton servers for further protection of client information. For invoices/payments above \$5,000 a convenience fee of 3 ½% will be applied on top of the payment price to cover the processing provided by Square.

**Table 6: Audit and Administrative Fee**

Line Item	Question	Response *
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<p>35</p>	<p>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>	<p>Our focus on compliance begins at the opportunity level. Those potential projects that are positioned for a Sourcewell solution are marked within our CRM system (giving us a good look at our pipeline potential) and are tracked throughout our pursuance process. When the opportunity reaches a level of interest/development that drawings and/or pricing are being requested, our queue also identifies these opportunities as Sourcewell, so that appropriate pricing can be applied, and a version of the sample quote sheet (tab on pricing file) is used to ensure pricing does not exceed the prices presented in this proposal (which is structured as a ceiling price). All of our Estimating staff are well versed in our contract pricing structure, maintain a log of quotes with potential to be procured through Sourcewell and conduct spot checks against ceiling price on all contractual pricing request as well as requested budgets. The Sourcewell price created is then sent to the sales consultant that prepares a scope document and quote with our Sourcewell contract called out.</p> <p>Once a Sourcewell (SW) order has been received, our Order Release Team validates the member number on the purchase control document and ensures the contract number is present. Pricing is once again verified, in the event of any member driven modifications to scope. All SW orders are submitted to the Director of Marketing &amp; Sales Operations for logging on the sales report as they are released to the rest of the organization.</p> <p>Sales reports are submitted by the 3rd working day of the month to the Contract Administrator and Specialist. Fee payment requests are submitted to Dant Clayton's Accounting department by the 5th working day of the month, with payment being processed within fifteen (15) calendar days to Sourcewell. Please note that we submit reporting and payment monthly versus quarterly in alignment with our standard sales reporting.</p> <p>As Sourcewell sales are logged upon entry into the ERP system, we can produce accurate and timely monthly reports. For more information regarding our reporting process, please see response and attachment to question #37 showcasing our sales reporting format.</p>
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36	<p>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>	<p>As Sourcewell contract sales are part of our annual sales plan, we set monthly goals across our various market segments and track them against our KPIs (Key Performance Indicators). KPIs serve as our measuring stick for the health of the business and are reviewed and discussed with our sales force, sales support staff, and both levels of leadership teams monthly. We continue to set higher goals for our sales each year and purchasing cooperative sales are no exception.</p> <p>To aid in reaching and exceeding our sales goal, we identify leads that have potential to be awarded via the contract at the earliest phase possible. We continue to track those opportunities in our CRM system (Salesforce) as they move through the sales cycle and eventually turn into an order. Having this visibility to our lead pool of contract projects helps us to see trends in our sales data: regions of higher acceptance/engagement, rep's ability to have the purchasing cooperative conversation, ebbs and flows in traction, etc. We set a contract sales opportunity level (#/\$) goal across all our selling agents to ensure our goal for sales can be met.</p> <p>Aside from tracking sales and opportunities, we hold a sales force wide competition on who can sell the most by volume annually. Leaderboard stats are sent out quarterly with the highest selling rep being celebrated at our first sales meeting of the following year. This has become a tradition at Dant Clayton, with our Contract Administrator being present for the presentation and to offer additional education and exchange on contract use.</p> <p>We define success with the contract in the following ways: number of active opportunities identified, sales actualized against the goal, and member satisfaction throughout the life cycle of the project at completion and beyond.</p> <p>See attached: Co-Op Sales Performance – Metrics</p>
37	<p>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>	<p>Dant Clayton proposes a 2% admin fee to be made payable to Sourcewell monthly on all sales secured during said month. The 2% would be applied to the full contract amount less taxes and freight. Previous months' sales would be reported to Sourcewell by the 5th of the following month in a format much like the attached sample report. This report is sent to our Once received Accounts Payable department for the issuance of payment on the following company check run.</p> <p>For instances when we are in a highly competitive situation, where a member is shopping multiple purchasing cooperatives, we reserve the right to submit a fee reduction request to Sourcewell once we have exhausted all internal cost cutting measures for a particular project. This approach is to be used sparingly and only in conjunction with highly competitive situations as presented here.</p> <p>Note this 2% is a cost to Dant Clayton and is not identified in any documentation, except for internal accounting documents.</p> <p>See attached: Dant Clayton 091719-DCT Sales Report 2023 YTD June</p>

**Table 7: Company Information and Financial Strength**

Line Item	Question	Response *
38	<p>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>	<p>Dant Clayton is proud to offer the most complete and innovative line of outdoor and indoor spectator seating solutions in the industry with world class Alum-A-Stand aluminum bleachers, stadiums, grandstands, and ancillary products. From middle schools and high schools to colleges and universities, to professional sports venues, to amphitheatres and fairgrounds - the acknowledged bleacher manufacturer leader in spectator seating is Dant Clayton.</p>



Our wide range of capabilities include far more than the design and fabrication of individual projects. We offer full service technical support from the initial design stages of planning through all phases of engineering, fabrication, and construction. We've made our mark in the industry by constantly finding new ways to approach facility design issues, as well as the seating systems.

Dant Clayton is committed to improving the stadium, arena, and bleacher industry. Established in 1979, we have changed the industry to improve the spectator experience for young and old. We have introduced functional improvements such as welded deck systems; aesthetic improvements such as powder coated finishes, closure panel fascia, vertical picket rail fencing, and a masonry veneer panel system; safety improvements such as slip resistant decking; and comfort improvements with one-piece molded chairs and ergonomically designed curved seats. In recent years, we have developed and brought to market indoor seating solutions that save customers money and create aesthetically pleasing useful space underneath, allowing for additional fan experience locations and amenities. Seeking to take our offering to the next level, Dant Clayton acquired an architectural railing company in late 2015, to offer our customers even more options on handrails and guardrails, opening additional markets and new customers.

Whatever the project, our solutions address customer needs with the latest product and service features. We lead by listening to our customers' vision and desire for their venue and respond with unmatched design and value. We work as a team with architects, school boards, and athletic directors to create a seating facility that is customized specifically for our customers. Solving problems, while providing superior performance and innovation, has always been a priority at Dant Clayton - resulting in the highest quality aluminum bleachers, stadiums, stadium seating, arenas, and grandstands in the industry. It is this commitment combined with a sincere team approach with the customer that set us apart.

Dant has three principal standards that guide our performance, whether we are designing, fabricating, and supplying major grandstand systems, or developing a new seating product. \*

We are customer driven. It is imperative that our technical sales staff work very closely with the owner/designer/construction teams early in a project to clearly understand the key issues, priorities, and goals of a given situation.

We are team dedicated. We continue to dedicate ourselves to building the best possible sales, engineering, design, project management and manufacturing teams. This, combined with maintaining the most state-of-the-art manufacturing facilities, helps us produce superior products and performance before, during, and after construction.

We are known for being absolutely reliable. We have the capacity to do what we say we will do. We live up to our commitments and stand behind our performance.

At the heart of Dant Clayton is a strong customer focus that is paired with speed, total participation from all 200+ employees working in our office buildings and manufacturing plants, and a committed leadership team. When encompassed in an environment of mutual learning and benchmarking, it becomes a solid recipe for success.

We rigidly adhere to our principal standards to be customer driven, provide superior products and performance, and to stand by our commitments. Only then are we truly filling a need in the sports and entertainment seating industry and living our values of being: externally focused, bound by integrity, trust and respect, driven by collaboration, passionate about people, and that continuous improvement is our lifeblood.

Along with our decades of experience, it's our unwavering commitment to cooperation, collaboration, competence, and coordination that has made us the best in the world at what we do. We've perfected the interplay of these four elements, creating a company that's not only leading the way, but is focused on what really matters the most— customer satisfaction. That's the Dant Clayton commitment.

From napkin sketch to project closeout: we listen, we are curious, we investigate, we collaborate both internally and externally, we innovate, and we solve – taking the customer and fan experience to the next level.

See attachment: Dant Clayton Mission, Vision and Values

39	What are your company's expectations in the event of an award?	<p>In the event of a renewed contract, we have expectations of taking our successful strategies to date to the next level. We plan to build upon the work we have done with our current Sourcewell contract by adding additional products and services (40% increase in offering) to members with increased awareness of contract use early in the sales cycle to potential clients (current and future members) in all verticals to grow our results beyond past years.</p> <p>We strive to help our customers achieve their mass gathering/spectator seating vision, which is largely achieved when we can provide a cost-effective, time-saving alternative to the traditional bid market. We expect that we can continue to assist members in purchasing the quality products and services they want, while being in compliance with the competitive process of their particular jurisdiction. Over the years, we have seen that by using the contract, we are able to contribute in a manner that brings projects to fruition that may have otherwise been delayed (possibly years) had they gone through traditional bid processes. An example of this was highlighted in a past Sourcewell newsletter, featuring Beaver Local High School in Lisbon, Ohio.</p> <p>As a secondary goal of our new award, we would like to find avenues to make ourselves better known to current members, should they need the products and services we provide in the future. This can be accomplished via newsletter participation, strategic tradeshow attendance and partnerships, along with continued participation in Sourcewell hosted events.</p> <p>Lastly, we seek to continue to serve as the "go to" for members that contact Sourcewell directly looking for solution providers for our scope of work. Over the lifetime of our contract, we've had leads funneled to us when Sourcewell perceives that Dant Clayton may have aligned products and services on contract, we would expect that this level of engagement would continue.</p> <p>All of this collimates in the plan to continue to move more of our bid pursuits to purchasing cooperative purchases. Over the past couple of years, we have increased our Sourcewell sales by 45%, reaching the \$100M in sales mark and equating to nearly 40% of our annual sales by dollar.</p>	*
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.	<p>As of January 2023, Dant Clayton has been in business for 44 years. During that time, we have grown in our core business by enhancing our product offering and increases boots on the ground via our evolving sales force, established a foot hold in new verticals by launching alternative products, and through the acquisition of a railing manufacturing company. For the past nearly 20 years, we have produced positive operating income – although some softening did occur during the pandemic. Since then we have seen an influx of new opportunities as spectators return to the mass gathering events and have thus grown our backlog to \$88M. This past May, we hit a record high revenue and operating income percentage for the company.</p> <p>To further demonstrate Dant Clayton's financial position and strength, we are providing reference letters from our banking, bonding, and accounting firm partners.</p> <p>Audited financial statements are available upon request.</p> <p>See attached: Referral Letters from LA Surety, Stock Yards Bank, MCM</p>	*
41	What is your US market share for the solutions that you are proposing?	<p>Dant Clayton participates in multiple markets. At the core of our business is the traditional bleacher market. This is where we got our start, laid a foundation of innovation, and experienced much growth. Today, we capture a little over 45% of this market, moving away from portable/temporary seating structures to focus more on permanent solutions. Over the past several years, we have been expanding into secondary markets with additional product and service offerings. These include, but are not limited to: alternative riser systems, modular buildings, architectural or ornamental railing, specialty construction, inspections and maintenance programs, design/modeling and engineering services. Further development into these secondary markets has proven to be a solid growth strategy for Dant Clayton and helps us to offer members a more robust product and service offering via our contract.</p>	*

42	What is your Canadian market share for the solutions that you are proposing?	<p>Our intent at last contract award was to work a plan for increasing our presence in the Canadian market. With the overall industry being negatively impacted by the global pandemic, that effort was paused. However, we have sold and do continue to sell into the Canadian market, although it has not been at a level to secure a tangible market share.</p> <p>A directive for our National Sales Team is to further penetrate the market to increase awareness and overall presence, with some success seen over the past year via secured work in the Toronto area (specifically, a seating renovation project for the Toronto Blue Jays). At present, we have a Dant Clayton team member stationed in Ontario that has been able to offer further support on specific projects as well as insights to the market, and we are currently in talks with a potential dealer out of Markham, Ontario to further our efforts.</p> <p>This initiative remains in the early stages but has projected growth in the coming years.</p>	*
43	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Dant Clayton has never petitioned for bankruptcy.	*
44	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Dant Clayton is best described as a manufacturer. We have two production campuses in Louisville, KY and a third outside of Indianapolis, IN. Within these three facilities is where we personally manufacture the bulk of products included in our offering.</p> <p>The sales force for Dant Clayton is made up of sales representatives located in or close to their respective sales territories that provide the full product and service offered in this RFP to members under the name of Dant Clayton. Along with the sales representatives, Dant also has independent agents (dealer relationship) established in several territories, where our products and services are sold under the dealer's business name. With our dealer relationships, we are structured as a first or second-tier product offering and make up a substantial portion of their revenue. In conjunction with our core sales reps and dealers, is the National Sales Team that has the ability to sell outside of traditional territory boundaries, as they specialize in more complex scopes of work with unique solution sets. This multi-layered approach provides full coverage of sales effort not only from a location standpoint, but by type of project as well.</p> <p>Offering additional support and expertise, a preconstruction services team largely located at our corporate office in Louisville, KY, provides estimating, design, engineering, and a host of other preconstruction services to our field sales staff for each project.</p>	*
45	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable as no suspension or disbarment has occurred in the lifetime of the company.	*

**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>ENR Top 600 Specialty Contractors (Engineering News-Record) – multiple year recipient, each of the last 5 years</p> <p>Fast 50 (Louisville Business rating indicating substantial revenue growth) – multiple year recipient</p> <p>2019 Louisville Business First's "Most Admired CEOs" – Bruce Merrick (Dant Clayton's Chairman)</p> <p>2017 Louisville Business First's "People to Know in Sports Business" – Keith Williams (Dant Clayton's former President)</p>
47	What percentage of your sales are to the governmental sector in the past three years?	15%
48	What percentage of your sales are to the education sector in the past three years?	65%
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?	<p>Dant Clayton has two other cooperative purchasing contracts: TIPS and IAECs, other than Sourcewell.</p> <p>Since early 2014, Dant Clayton has held a contract under TIPS (The Interlocal Purchasing System out of Texas). We were grandfathered into an existing contract held by a member of our sales force at the time. Over the past three years (2020-YTD 2023), sales via that cooperative total just under \$1M. We have opted to renew the contract over time as we have done secondary projects with clients who originally purchased via this cooperative and were not comfortable switching due to the familiarity of the process.</p> <p>In 2020, we were introduced to IAESC (Indiana Approved Educational Shopping Cooperative) via Sourcewell and encouraged to participate to better serve the Indiana market. Since that time, we have sold ~\$1M in products/services through this partnership. At present, we are undergoing a process to list Dant Clayton on their EPS system for better awareness our of products and services to the members they serve.</p> <p>Of the three contracts we hold, Sourcewell is our lead purchasing cooperative when it comes to our go to market strategy. Having been awarded a contract in December of 2015 and again in September of 2019, we have seen substantial growth year over year in our contract sales, recently reaching the \$100M in sales threshold. Via this contract, for the past three years (2020 – YTD 2023), Sourcewell sales for the company are at \$61.7M.</p> <p>While our go to market strategy focuses on Sourcewell, we do utilize the secondary contracts we hold for cases where they are specifically asked for, or for additions to projects sold under the aforementioned contracts.</p>
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?	Dant Clayton holds no GSA contracts or Supply Arrangements.

**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 *
Bullitt County Schools (3 High School projects)	Education	Kentucky - KY	3,000 seat I-Beam grandstands with Press Boxes on home sides and ALum-A-Stand bleachers on visitor sides - includes design, engineering and assembly/installation	\$5.5M	\$5.5M
Northwest Allen County Schools	Education	Indiana - IN	4,500 seat I-Beam grandstand and Press Box - includes design, engineering and assembly/installation	\$3.0M	\$3.0M
Austintown Local Schools	Education	Ohio - OH	5,000 seat I-Beam grandstand with Press Box - includes design, engineering and assembly/installation	\$2.3M	\$2.3M
Milford Exempted Village School District	Education	Ohio - OH	3,000 seat I-Beam grandstand and Press Box - includes design, engineering and assembly/installation	\$1.7M	\$1.7M
East Cleveland Schools	Education	Ohio - OH	1,000 seat I-Beam grandstand and 150 seat Alum-A-Stand bleacher	\$1.3M	\$1.3M

**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 *
Queensbury High School	Jon Dawes	518.824.5671
Franklin Academy High School	Chad Lawrence	518.483.7804
Boston College High School	Michael Hoyle	617.474.5050
Tallmadge High School	Steve Wood	330.633.3291
Beaver Constructors, Inc.	Justin Leonard	330.478.2151

**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 *
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53	Sales force.	<p>Dant Clayton's sales force consists of a combination of Dant Clayton employed sales representatives and independent dedicated Dant Clayton agents (known as dealers – addressed in question #55) each with defined territories. Sales representatives are focused on selling Dant Clayton's products as their primary product line and devote nearly 100% of their time selling or managing customer engagements with the products and services contained in this RFP. These representatives are assigned a territory based on location population and growth rate, spending per capita, number of public high schools per district, and propensity for sports. Territories are kept within a certain size range to ensure each representative can provide personalized service to members in their respective areas.</p> <p>Our current sales force is comprised of seven (7) core territory representatives, with an average of 11 years of experience with Dant Clayton, and a National Sales team of an additional five (5) players that work in assigned states as well as manage our major/key projects.</p> <p>Territories covered by a Dant Clayton sales representative include:</p> <ul style="list-style-type: none"> <li>• Northeast Territory consisting of ME, VT, NH, NY, MA, RI, CT, NJ, and Eastern PA</li> <li>• East Territory consisting of DE, MD, VA, NC, SC, and Washington D.C.</li> <li>• Midwest (East) consisting of OH, WV, and Western PA</li> <li>• Midwest (West) consisting of IN and IL</li> <li>• Northern territory consisting of WI, MN, and MI</li> <li>• Southern territory consisting of GA</li> <li>• National territory consisting of CA, HI, AR, CO, TX, AR, LA, ID, and WY</li> <li>• International presence serviced through an extension of National Sales</li> </ul> <p>Every sales representative can provide onsite support and do so on a regular basis. Thus, there is some crossover in our sales and service force, further outlined in the response to #54.</p> <p>For the purposes of this contract, our sales network is responsible for the sales portion of the work including preconstruction services as a part of the sales process. These preconstruction services include site analysis, customer consulting, preliminary grandstand design and engineering, budgeting, and scheduling services. Once an order is entered, Dant Clayton's project management and operations teams will take over the project execution.</p>
54	Service force.	<p>Dant Clayton's services can be broken into two specific categories: pre-fabrication and post-fabrication. Our pre-fabrication services include customer consultation, design, budgeting, value engineering, site analysis, engineering, and project management. Our post-fabrication services include assembly, construction, erection, warranty, inspection services and replacement parts.</p> <p>As mentioned previously, our sales force performs some prefabrication services as part of the sales process. This is often done in partnership with our Preconstruction Services Group, a 15-member team that specializes in design proposals, code compliance, estimating, engineering, product application alignment, and overall sales support. In addition to these service groups, we have a dedicated design staff of 14 to perform required next-level design services, and a project manager team of 15 to oversee cross over tasks from pre- to post-fabrication and are responsible for overall project execution, ensuring we are on time and on budget throughout the process.</p> <p>For assembly/installation purposes, Dant Clayton utilizes a nationwide network of contractors. Our contractor network is well trained in the construction of our products, and typically based near the applicable project, but we also have travel crews. Our crews are based in many states ranging from MD to CA, and we can service all 50 states via this extensive network. These crews specialize in grandstand assembly, but can also perform site surveys, foundation installation, inspections and more. Their work product is under the direction of the assigned Dant Clayton project manager.</p> <p>Our project management staff also provides the post fabrication warranty service once initiated by the customer. For more details and information on this program see questions 78-82 of this proposal. With the addition of inspection services for existing grandstands to our previous contract, we also have dedicated staff within our Maintenance Department to support this effort of helping members keep their seating code compliant and assist with shoring up any deficits over time. This service extends to venue seating and structures designed and built by other manufacturers. Replacement parts for our products can easily be ordered or obtained via our Dant Edge catalog and Customer Relationship staff to meet the specific needs of the member.</p> <p>All of these services are included in the line-item pricing provided and vary based on the complexity of a project.</p>

55	Dealer network or other distribution methods.	<p>Dant Clayton's current dealer network consists of Hanson Sports, Inc. located in the southwest, Toadvine Enterprises in the central Midwest, Nor-Pac Seating in the Northwest, and Southeastern Surfaces &amp; Equipment out of Florida. All current dealers have been added as authorized users, allowing them to place orders under their respective business names for Dant Clayton products.</p> <p>For our original two dealers (Hanson Sports, Inc. and Toadvine Enterprises), Dant Clayton products and services are a first-tier product line and make up the greatest portion of their revenue year over year. Our relationship with each began in an employed sales representative role and has lasted for over 20 and 35 years respectively, thus their company cultures are an extension of Dant Clayton, and their staff (20+ employees) are highly educated in our processes, services, and products.</p> <p>Over recent years, we have expanded our dealer network by two and are looking to grow this model over the next few years. At the time of this submission, we are in the process of onboarding a third new dealer, School Products &amp; Equipment (SP&amp;E Incorporated) out of Bismarck, ND to serve the Dakotas and Montana market. Once fully onboarded we will be looking to add them to our formal contract distribution channel as well.</p> <p>To date, Dant Clayton products are second-tier lines with our new dealers, and each is gaining traction in a previously underserved portion of the market. Showing great promise, we will continue to stretch our reach regionally via this method using our proven training and reporting method with all sales being reviewed and processed by our internal team to ensure compliance.</p> <p>Dealer Network &amp; Locations Served:</p> <ul style="list-style-type: none"> <li>• Hanson Sports – NV, NE, UT, NM, OK, IA, MO, and KS</li> <li>• Toadvine Enterprises – KY, TN, AL, MS</li> <li>• Nor-Pac Seating – OR, AK, and WA (state)</li> <li>• Southeastern Surfaces &amp; Equipment – FL</li> <li>• School Products &amp; Equipment – ND, SD, and MT</li> </ul> <p>Authorized dealers typically have the option of performing their own project management and spend approximately 70% of their time in sales efforts, with the balance of time crossing over into the service elements outlined in question #54. For the sake of this proposal, all Dant Clayton's Sourcwell projects will be processed and managed through our internal project management team.</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>Our order process is that members work directly with our sales consultants (reps/dealers) and estimating department to determine scope and price for each Sourcwell project. Once an award has been made, the member will send a purchase control document including the Sourcwell contract and member number along with the verbiage "This document authorizes this purchase to be placed through Sourcwell". This notation is the trigger for our internal sales support and accounting roles to process the order and track it as a Sourcwell sale for the life cycle of the project.</p> <p>For this contract, we will be internally processing all orders via our Dant Clayton sales consultants as well as our growing dealer network, currently at five organizations: Hanson Sports, Toadvine Enterprises, Nor-Pac Seating, Southeastern Surfaces &amp; Equipment, and School Products &amp; Equipment. In order to keep our reporting consistent, we will require copies of the agreements between our dealers and the members, again containing the contract and member number and subjected to an estimating review.</p> <p>Once orders have been reviewed and released to the organization, a handoff meeting is conducted involving the sales agent, estimator, design team(s), engineer, finance representative, and assigned project manager (PM). From this moment, the assigned PM will become the key driver of the project execution through design, fabrication, and construction phases. This includes oversight of the subcontracted assembly/installation crew through project closeout.</p>



57	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	<p>Dant Clayton maintains a growing dealer base around the country, that provides our products and services solely throughout the region. Recently, we have added new dealers in the Southeast, Northwest, and upper Midwest to better serve members. Through our dealer network and Preconstruction Specialists we now have coverage in all states including Alaska and Hawaii. Our dealer network is territory based, which allows for personal connections with customers and their communities.</p> <p>We are very selective when choosing dealer partners. Each is subjected to an extensive vetting process to ensure we align with business practices and values. At the onset of our engagement, they receive weeks of training regarding our products and services, along with factory certified training for field erection. As stated previously in this proposal, we see our dealer network as an extension of the Dant Clayton brand, and thus we require a robust working knowledge of various aspects of our approach to business and the standards we hold. To solidify our relationship with our dealers and the cohesiveness of service to the market, we have a dedicated Dealer Sales Leader to assist new and existing dealers in business development, training, and customer support.</p> <p>Dant Clayton values the importance of a strong relationship with our experienced and qualified installation partners. They are the eyes and ears for us, on construction sites, and in many ways look out for our best interest as our Project Management staff cannot be on every jobsite, every single moment installation activities are taking place. Our installation partners leave the final impression on Dant Clayton's customers, and we strive to put them in a position to finish strong, hitting deadlines and leaving the highest quality work product possible. We do this through consistent communication between office Project Management and field supervisors, utilization of technology via Procore for documentation and communication purposes, a process called FPR (Field Problem Resolution) that prioritizes and expedites design solutions and fabricated materials to overcome field issues, annual/bi-annual installation summits and safety training, and fair resolution of field extra work/change orders that are typical in construction. Although Dant Clayton utilizes a standard subcontract form of agreement with our installation partners, rarely do we have to pull it out following execution of the agreement, as we are aligned in project performance expectations and have developed trust with many of our installation partners over the years.</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>Serving our customers is a company-wide responsibility and reiterated every day in our core values. While being externally focused in "all our jobs" at Dant, we have three (3) specific departments that have a structured process on how to best meet customers' needs outside of our sales force and dealer partners.</p> <p>Dant Edge: Our Dant Edge department spans catalogue style orders for smaller bleachers, as well as operating as a customer service hub for replacement parts and pieces via what we have termed "customer orders." This support team consists of four (4) team members with over 35 years of combined experience in our industry. When receiving a customer support call, those needs are given priority over daily work responsibilities. Often these calls or requests can be fulfilled with parts we keep in stock and are shipped within a 72-hour window. Should the solution require custom/fabricated parts or assembled components, projected ship times are determined and communicated to the customer within three (3) days of processing the order.</p> <p>Construction Management Team: Dant Clayton Project Management engages with our customers post order entry immediately following the internal "Hand-Off" meeting from Sales. The Project Manager typically will reach out to the customer with a phone call or introductory letter to establish themselves as the main point of contact going forward for Dant Clayton. The first order of business is to set an expectation on schedule with the customer, along with understanding the contractual agreement that will be reviewed, negotiated, and executed between Dant Clayton and the customer. Our goal is to reach an agreement on contractual terms within 30 days of the "Hand-Off" from Sales and then follow with required submittals for the project. We typically request a 2-week turn-around time on customer submittal review/approval so the Project Manager can maintain production schedules with our plants. Following the return of approved submittals, the Project Manager will periodically communicate updates to the customer with any changes to production or shipping schedules, which may impact our installation start/finish dates. We strive to respond to customer communications/requests promptly and within a 24-hour period. As the scheduled ship date nears, the Project Manager will coordinate with the assigned subcontractor who will receive and install our products in the field. Upon completion of installation, the Project Manager works with the customer to supply all required paperwork/close-out documents to complete Dant Clayton's contractual obligations and be paid in full.</p> <p>Project Management staff is structured in teams, typically consisting of a Senior Project Manager, Project Manager, and a Project Engineer/Coordinator. On</p>



		<p>traditional, K-12 work, the staff members typically manage their own individual projects. For larger, more complex projects (called "Key Projects") the staff will combine forces to manage various aspects of the Key Project individually. An example Key Project Setup would be the Project Engineer owns management of submittals, the Project Manager owns the day-to-day coordination/problem-solving with the field, and the Senior Project Manager owns contract and change management with the customer. Part of the Key Project process requires weekly internal progress meetings with all department stakeholders and weekly/bi-weekly meetings with the customer to foster good communication and collaboration to keep the project on schedule. Procore, a cloud-based Project Management software platform, is utilized during the project to document meeting minutes/action items, process RFIs and submittals, submit change requests, and monitor schedule commitments with customers. Where possible, Dant Clayton strives to have our customers collaborate with Project Management staff to centralize information and communication that helps yield more successful project outcomes. From the use of Procore's budget and commitments tool, Project Managers stay organized on how construction buyout costs are tracking to budgets. This information results in more accurate cost projections for the entire project that is reviewed in a monthly Cost-to-Complete meeting with other departments.</p> <p>Inspection and Maintenance Team:          Full-service team available to maintain, upgrade, or supply new facility seating systems from small bleachers to large stadiums. Bleachers are required by code to be inspected yearly and this program ensures customers are protecting their patrons and their investments. The sense of urgency customers require to keep their facilities ready for events is a main priority.</p> <p>A. INSPECTION: IBC compliant inspections by a certified vendor to ensure your facilities are game ready from a safety, aesthetic, and code compliant standpoint. Max 3 week lead time after agreement in place for inspection to be scheduled with customer unless deemed a major safety concern is present and immediate inspection will be performed.</p> <ul style="list-style-type: none"> <li>• Detailed inspection Report showing any deficiencies which may be present.</li> <li>• Wall Certificate to show bleacher was inspected and passed inspection.</li> <li>• Code required tag that is attached to bleacher showing date of inspection and capacity of bleacher. (NOTE: Only bleachers over 250 capacities are required to be tagged)</li> <li>• One- and Five-year agreements are available.</li> </ul> <p>B. DEFICIENCY REPAIR: Max lead time depends on the extent of repairs needed and availability of materials. The general lead times are between 2 to 6 weeks. Emergency repairs which are safety concerns are a priority and handled as such.</p> <ul style="list-style-type: none"> <li>• Deficiency repair quote submitted to customer if repairs are required after inspection.</li> <li>• Certified installers are used for repairs.</li> <li>• In many cases the inspector which performed the inspection is also performing repair. This helps in the understanding of scope, familiarity with facility and customer relationships.</li> </ul> <p>C. UPGRADES/NEW PRODUCTS: Max lead time depends on the product chosen and availability of materials. The general lead times are between 6 to 14 weeks. Customer expectations are a priority and steps are taken to confirm it is understood regarding the product they are purchasing and needed timeframe.</p> <ul style="list-style-type: none"> <li>• Certified installers</li> <li>• Turnkey solution</li> </ul>
59	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Based on the depth of our regional sales force, expanding dealer network and established national and in-house sales divisions, we are positioned to serve all of North America and various international locations. Thus, it is our expectation to provide solutions to all sectors and verticals represented in Sourcewell's member groups. If an entity is allowed to obtain Sourcewell membership, and has need for our offered products and services, we will be a quality partner to all.

60	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Dant Clayton is willing to participate in the Canadian market as expressed earlier in our proposal and has experience in delivering multi-million-dollar projects in Canada, such as our work at BMO Field and Saputo Stadium. As the nature of doing business in this segment of the construction industry is not in full alignment with the structure of our overall Sourcewell proposal, to provide solutions in Canada, the following modifications would apply:</p> <p>Orders will be for materials only with the freight on board being designated as our dock in Louisville, KY; the member would be responsible for hiring and arranging the trucks for pickup and would serve as the importer of record with responsibilities for their own customs brokerage; we will provide NAFTA certifications and needed tariff codes for truck(s) contents, and to assist with the assembly of materials; we can also offer technical assistance during assembly via one of our experienced assembling partner resources.</p> <p>As building and code regulations differ from country to country, solutions for Canadian members will likely require modifications to those presented in this proposal. Those adjustments will have a price impact that will need to be assessed on an individual project basis.</p> <p>To date, we have yet to establish a consistent market share in Canada; however, we are in negotiation talks with a firm out of Markham, Ontario to become a Dant Clayton Dealer. We would like to partner with Sourcewell personnel to best define and structure our offering so that we are prepared to serve the members in the manner to which they are accustomed.</p>	*
61	Does Proposer intend to serve nonprofit agencies if awarded a contract?	The nonprofit market vertical is not a focus of the Dant Clayton go-to-market strategy, as we have not seen a tangible need for our products/services in this space to date, at least not to a quantifiable degree. However, should a member in this category have need for our products and services, we are more than capable of providing a quote and seeing the project through to successful completion.	
62	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Based on the depth of our regional sales force, expanding dealer network and established national sales division, we are positioned to serve all of North America and various international locations.	*
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?	We will gladly and responsibly serve all sectors and verticals represented in Sourcewell's member groups. As long as an entity is allowed to obtain Sourcewell membership, and has need for our offered products and services, we will be a quality partner to all.	*
64	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Dant Clayton will not impose any requirements or restrictions outside of the guidelines of membership and purchase put forth by Sourcewell. The restraint of contract use will be limited to a member's interpretation of specific state bid laws as it pertains to the purchase of our contract provided products and services.	*

Table 12: Marketing Plan

Line Item	Question	Response *
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65	<p>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>	<p>To promote our newly awarded contract, Dant Clayton will first conduct a meeting with our internal team that worked on the proposal, along with our sales force and dealers, to announce our award and discuss the changes to the previously held contract. We will then send out a press release (approved by Sourcewell) announcing our continued partnership. We will then update our website page with our new information and contract number into our refreshed website, promoting how Dant has worked with Sourcewell to help bring amazing outcomes to members (see #66).</p> <p>Our marketing/promoting strategy will then be split between internal and external customers. Internally, we promote the contract at the highest level, ensuring that our Leadership teams are aware of its impact and role in our sales strategy. We conduct regular training and discussions with our Preconstruction Services Group (PSG) to ensure we are in compliance and utilizing this procurement method when appropriate for the project and customer type. This includes hosting Sourcewell at one of our Sales Meetings annually, encouraging attendance at SW Universities held in rep's territories, and the continual information and education regarding the contract via monthly calls with sales reps.</p> <p>External efforts, excluding website and social media aspects (addressed in #33 response), include the display of Sourcewell contract option at all tradeshows/conferences/industry events attended both at the regional and national level, commitment to pursue the avenue option in all selling scenarios where membership is achievable by our selling agents, and an email blast awareness of the program in all newly represented areas. Combining this with the co-branded "Value" flyer Sourcewell has provided over the years, makes for a validated marketing presence that not only promotes our contract, but also shows members that they are tapping into a wealth of purchasing power beyond our solution.</p> <p>At Dant, we place great value on the ability of our sales force and dealer network to engage in consultative selling, which yields highly positive word of mouth advertising, solid references, and future work recommendations. This is seen as one of our most constant and impactful marketing strategies. Being able to continue to pair our expertise and confidence in stadium and arena seating procurement with the advantages of quality cooperative purchasing will bring successful outcomes and service to members for years to come.</p> <p>National Tradeshows: NACDA (National Association of Collegiate Directors and Athletics), NFHS (National Federation of State High School Associations), School and College Building Expo, and Stadia Expo. While not an exhibitor, also attend the Stadium Managers Association Conference annually.</p> <p>Regional Tradeshow: Typically attend 10-15 a year, largely focused on School Board Association and Athletic conferences.</p> <p>See attached: Marketing Example - Regional Announcement See attached: Elevate Your View – Communication Example</p>
66	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>In the digital space, we would promote our Sourcewell contract renewal by continuing to showcase Sourcewell as a trusted affiliate on our website. Running in tandem with our contract renewal work is a new website launch where Sourcewell is slated to be one of the key differentiators of Dant Clayton under "Our Process" in the Delivery Method section. The new site will be focusing on not just the "What" (products/services) but the "How" and "Why" partnering with Dant Clayton is beneficial to the overall outcome of a project. As part of our overall marketing strategy, we will be using our social sites to highlight projects that were procured via this method, tagging Sourcewell as a partner in the overall success. To date, our public social sites include Facebook, LinkedIn, Twitter, Instagram (new in '23) and YouTube.</p> <p>Additional marketing tools for lead generation and management:</p> <ul style="list-style-type: none"> <li>• Organic social posts (previously mentioned mediums)</li> <li>• Digital advertising (social ads, paid search)</li> <li>• Premium content (gated areas on DantClayton.com and TuttleRailings.com)</li> <li>• Website forms (tied to Leads in Salesforce)</li> <li>• Email campaigns (purchased list, contacts)</li> <li>• Website forms (tied to Leads in Salesforce)</li> <li>• Technical Bulletins (industry content and solution providing scenarios)</li> <li>• Email signatures showcasing our awarded vendor status and contract logo</li> </ul> <p>Internally, we also use Microsoft Teams and an in-house newsletter "Elevate Your View" to keep sales consultants and/or employees informed of current happenings in the Dant Clayton world. It is here that we will push out success stories and strategies to our sales force regarding the use of purchasing cooperatives to remain front of mind when pursuing new opportunities.</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 role of Sourcewell in promoting the contract continues to reside in the announcement and awareness that we are and continue to be a part of the Sourcewell quality solution base to members. Ways this can be carried out and has been in the past, is via press release announcing recipients in proposed category, presence at educational sector tradeshows where Dant Clayton's logo appears alongside Sourcewell and funneling inquiries about products/solutions we provide from members/potential members to us. Perhaps one of the strongest ways Sourcewell can promote our particular contract is ensuring the Sourcewell mission is consistently carried out to the membership. Much like Sourcewell, we strive to be the preferred quality solution in our space. Creating an environment that showcases Dant Clayton and our product/service offering in a legitimate, compliant procurement avenue is highly impactful to current members' confidence in purchasing off our contract, as well as future members that we seek to bring into the cooperative.</p> <p>As we have been on contract via the previous cycle, integration of the contract into our sales process has already occurred. However, to build upon and enhance it, we do the following: encourage reps new and seasoned to attend GTKU and University events to refresh knowledge and meet follow vendors; we also host our Sourcewell Contract Administrator annually at a sales meeting where our Sourcewell contract is discussed for best practices and growth strategies. These actions are paired with multiple conversations, meetings, and Sourcewell conference calls to work member or project pursuit specifics.</p> <p>In the future, we would like to request an additional attendee to one of the Sourcewell H2O Events during this contract award cycle in order to invite our MVP (Most Valuable Player) awarded sales consultant. Providing the exposure to other vendors and additional Sourcewell personnel would bring further insights and energy to the true boots on the ground, that could be carried back to the balance of the sales force for deeper adoption.</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>Due to the nature of our custom/turn-key products offered by Dant Clayton, they are not easily made available through e-procurement channels. However, we are planning to offer portions of our Dant Edge and Game Ready Grandstand product lines via this purchase avenue in phase two of our website development project. This offering will include standard replacement parts such as end caps and various hardware items as well as ability to purchase our standardized, pre-engineered bleachers (Alum-A-Stands) and grandstands (Game Ready line). Once finalized, this would be worked with Sourcewell to include under the "Buy Sourcewell" portal for members.</p> <p>For our more customized solutions (products/services), we feel that members need more touch points for questions and assistance than this e-procurement method provides. Therefore, the bulk of our interactions and purchases will go through more traditional methods.</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>Our goal is to provide product and solution education/training throughout the sales process and beyond. This begins with our preconstruction services to ensure a knowledgeable purchase of the correct size, function, geometry, and egress. This assistance and education are at no cost to the members and is tailored to a specific project. It is rooted in the goal of ensuring the members understand what they should and can expect from a purchase of Dant Clayton products and services, and that we are all working towards a successful outcome. On a broader spectrum, AIA accredited training and education for small groups are available by WebEx. This training is more focused on product knowledge and coordination and is not tied to a specific project. Larger groups can be educated at the customers' location by Dant Clayton personnel. On-site training requires advance scheduling. Again, this education is available in advance of the purchase at no cost or obligation. While formal training after the purchase is not required, as our products are fixed structures and do not have operating parts, we do offer a maintenance manual with all purchases. The manual addresses post purchase care instructions and inspection understanding serving as part of our close out documents on all projects.</p> <p>Members can also elect to engage with our Inspection and Maintenance Department upon purchase or post purchase to ensure that inspections per building code are adhered to as well as gain additional helpful insights and tips to ensuring the longevity of the purchased products.</p>

<p>70</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>By leveraging our consultative approach and striving to create product solutions that meet the needs of our customers, we have brought many new product offerings and modifications to the table of our history as a company. In the last few years, we have introduced products that have allowed us to get a foothold in the indoor arena market, as well as create more useful space for the members to get the most out of their project's geometry. One newer product, Long Span Aluminum Riser System, we've continued to find ways to sound deaden by adjusting infill options. This product creates spans of nearly 40' allowing for robust programming underneath the seating structure. We've also continued to increase the AV capabilities of our press boxes and have modified their structure to serve as ticket booths, concession stands and bathrooms. Aside from these, we have worked to advance with the evolving desired fan experience, incorporating drink rails, creating fan gathering concourses and super vomitories as well as standing only spectators' sections.</p> <p>From a service standpoint, Dant Clayton strives to incorporate newer technology that allows us to better communicate with members and project partners. This can be seen in our use of PlanGrid and Procore to communicate project status internally and externally, as well as clash detection design capabilities and overall process quality improvements with BIM (via REVIT, Tekla, and Inventor software). Using these technologies, we continue to uncover greater efficiency and quality gains that allow us to better serve members.</p> <p>In terms of technological advances to our products and what they can offer members, we are currently in a research and development project to utilize the open channel in our long span aluminum deck as a conduit for electrical purposes. This development will give spectators the ability to charge devices from their seats, as well as offer additional ambiance or safety lighting options.</p> <p>Advances to our manufacturing space over the past five (5) years are as follows:</p> <ul style="list-style-type: none"> <li>• Saw control system upgrade (by MetlSaw)</li> <li>• Installed Saw Realtime OEE (improved work flow &amp; scheduling)</li> <li>• Material scanners for Shipping area – increased accuracy of shipments</li> <li>• Peddinghaus Anglemaster upgrade containing multiple punch sizes per leg</li> <li>• Upgraded powder coat line chain and load bars</li> <li>• Implemented a system to better remove the water from load bars on the power coat line</li> <li>• Purchased upgrade tool change for 3 axis beam line to improve efficiency</li> <li>• Installed CNC vertical mill to improve efficiency of welded railing production</li> <li>• Purchased a Timesaver two-head, deburring &amp; surfacing finishing machine</li> <li>• Designed and built more reliable punch equipment for aluminum processing</li> <li>• Added shear to cut aluminum and steel material</li> <li>• Purchased brush pipe machine from Stephen Bader Co. for Mechanical Railing production improvements</li> <li>• Additional vertical racking in Railing and Ramp cells for improved material flow and workspace</li> <li>• Converted several outdoor storage areas from gravel to asphalt</li> <li>• 10 new forklifts</li> <li>• 10 new Miller welders for the steel shop</li> </ul> <p>Coming this Fall:</p> <ul style="list-style-type: none"> <li>• Additional Welded Deck Machine – increased capacity</li> <li>• Redesigned Railing and Ramp work cell</li> <li>• Resigned Press Box work cell for increased safety, efficiency and throughput (50% in productivity &amp; capacity)</li> </ul>
<p>71</p>	<p>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>	<p>The largest "green" impact relating to our products and services is the use of recycled materials. The bulk of our products are comprised of steel and aluminum; thus, we purchase recycled materials from LEED certified suppliers. It is our goal to produce the least amount of drop when fabricating our products, however when there is scrap, that material is also recycled. Last year we recycled 9% of the overall raw aluminum and steel purchased (1,200,000 lbs). We also recycle 50 tons (100,000 lbs.) of wood scrap, packaging and crating that comes in from our suppliers annually.</p> <p>Throughout our office and production facilities we practice paper, cardboard and aluminum can recycling to reduce our footprint in landfills. This can also be seen in our use of hand dryers and water dispensers in our restrooms and break areas. In terms of energy efficiency, our production plants and office areas are outfitted with low energy LED lighting.</p> <p>Another step we have taken for many years, is using a powder-based paint versus wet paint to coat our aluminum and steel products. This application greatly reduces the amount of VOC's released in the atmosphere, making for a healthier environment for our team members and surrounding community.</p> <p>See attachment: Steel Dynamics – LEED Letter See attachment: Hydro Delhi Extrusion Recycled Content – LEED Letter</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>Our product line offers the following safety features: slip and stain resistant premium deck finish reduces light reflection for both spectators and event participants, while sealing all surfaces of our footboards. This facilitates removal of spills and other contaminations resulting in a cleaner experience for fans when maintained in accordance with our manufacturer recommendations. Our Long Span and Mid-Span Aluminum riser system panels with sound deadening infill, reduce acoustical impact for all gathered in the space.</p> <p>In terms of process, for many years now (as mentioned in response to question #71), we've used a powder-based paint versus wet paint to coat our aluminum and steel products. This application greatly reduces the amount of VOCs released in the atmosphere, making for a healthier environment for our team members and surrounding community.</p> <p>At the core of all our products, you will find our in-house building code experts. They ensure our design teams meet or exceed all life safety requirements based on our interpretation of applicable building codes.</p>
73	Identify any third-party issued ecolabels, 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.	<p>Third party issued ecolabels come into play in our press box manufacturing. Each press box is subject to a COMcheck to ensure we are incorporating all energy-efficient aspects possible. This includes (but not limited to) windows, doors, and insulation. COMcheck verifies that structures, additions, or alterations meet the requirements of the ICEE and ASHRAE Standard 90.1, as well as several state-specific building and energy codes.</p>
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>Dant Clayton does not hold a WMBE or SBE certification. When possible, and where specifically required on a job, we make every effort to hire local qualified WMBE and/or SBE subcontractors. Over the past several years, we have established several partnerships with WMBE/SBEs in the installer/assembly crew sector that we call upon to fulfill this requirement when needed.</p> <p>See attachment: Harmon Steel MBE Certification – Indianapolis, IN</p>



75	<p>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>	<p>While we pride ourselves in bringing quality products and services to the market, Dant Clayton believes our unique capability lies in “how” we go about the work and the partnerships formed with our customers. We begin with a sense of curiosity, which sparks a desire to explore and uncover new ideas. By stepping out of our comfort zone, we embrace the challenges that come with the pursuit of innovative thinking and foster a collaborative environment with diverse perspectives, which consistently delivers groundbreaking outcomes for our clients.</p> <p>Our process of engagement and education begins early in the life cycle of a project, and we remain a strong partner to the end.</p> <p><b>Consulting &amp; Planning</b> We help strategize through feasibility studies, think through construction restraints, and make sure everything fits into our customers’ project schedule.</p> <p><b>Design</b> Our team of experts work with associated design teams through the conceptual design phase and provide architectural support and planning.</p> <p><b>Cost Analysis</b> We work within our client’s budget and provide solutions tailored to their parameters.</p> <p><b>Value Engineering</b> We provide options that break down cost efficiencies and optimize the revenue a project can generate now and into the future.</p> <p><b>Engineering</b> Through our code analysis, we ensure that our structural engineering is accurate every time.</p> <p><b>Fabrication</b> Our certified and robust in-house facilities provide an easy solution for fabrication needs.</p> <p><b>Construction &amp; Execution</b> Our team starts from the foundation and general site work, to erection and assembly, and project manages our portion of the build.</p> <p><b>Continued Services &amp; Inspections</b> We don’t leave projects behind. We stay involved through safety checks, code compliant inspections, and assist with future modifications or upgrade.</p> <p>Underlying this solid process is a team with immense talent and expertise that consists of licensed professional engineers, certified public accountants, master’s degree recipients and US patent holders. With a sales force and design team averaging 10+ years of experience, we bring a unique skill set to the industry that can create specialized solutions like no other company.</p> <p>Whatever portion of our dedicated process or delivery method our customers need, the capable crew of Dant Clayton is ready to collaborate, educate and transform our creative ideas into successful conclusions. That’s the Dant Clayton “Next Level”.</p>
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**Table 14: Warranty**

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

Line Item	Question	Response *
76	Do your warranties cover all products, parts, and labor?	We stand behind and warranty all Dant Clayton products, parts, and labor for one year from the date of substantial completion. We provide a single point of contact to receive warranty claims, report progress on the solution, and ensure resolution. This approach ensures accountability and an efficient resolution of any warranty issue that may arise. We also offer extended warranty packages tailored to specific products and regions. Pricing for additional coverage is available upon request.
77	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We provide all customers with an Operations and Maintenance Manual, which outlines proper usage, maintenance, and code required inspection guidelines to assist our customers with ensuring their warranty coverage is not adversely affected and to prolong the life of Dant Clayton products. Our standard warranty does not cover vandalism, improper use, or other damage that is not the result of a faulty product. Our complete warranty terms and conditions are available upon request.  Attachments: Dant Installed, Material and Press Box Warranty
78	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Dant Clayton's warranty program covers all expenses required to perform a repair, including, but not limited to the expense of a technician's travel time, mileage and amenities.
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?	We perform warranty repairs in all markets we serve through our certified installer base. Should a member opt to self-perform or engage another entity for repairs, we will provide instructions and guidance to ensure proper method and completeness of work. This virtual support will be provided via our Warranty Department as well as the Project Manager assigned to the project at time of purchase.
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?	At Dant Clayton, we carefully choose manufacturers which offer sound, comprehensive warranties that match the high standards we set for ourselves. As part of our Supplier Agreements, we vet warranty standards and support services prior to contracting and throughout our engagement. We stand with our customers and will act as a liaison to ensure all warranty guarantees provided by other manufacturers are met.
81	What are your proposed exchange and return programs and policies?	By nature of the products we provide – typically engineered to order solutions – we cannot accept returns. However, our goal for each and every order is to provide our customers with a full turn-key product solution to meet their needs; therefore, our Project Manager will work with members and our internal teams (Design/Engineering/Production/Assembly crews) to ensure correct and workable products are in place at project close out.
82	Describe any service contract options for the items included in your proposal.	Preventative maintenance provides a proven means for extending the life and maintaining the performance of products. We offer an Inspection Contract that typically lasts five years; however, the term length can be adjusted to meet individual customer needs. The contract includes a thorough inspection of the products to identify safety issues, significant cosmetic defects, maintenance that may be required, and an estimate of the cost to repair any discovered issues. These inspections also provide inspection identification tags as required by ICC building codes (ICC 2017). In addition, we will provide coordination for obtaining the necessary material and qualified labor to address any issues that are found. Pricing for our Inspection Program is based on seat count and is covered in the Services portion of our proposed pricing.



## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contact text.

### 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](#) - Sourcewell 2024 Pricing Template.xlsx - Tuesday July 25, 2023 19:01:17
  - [Financial Strength and Stability](#) - Financial Reference Letters.pdf - Thursday July 20, 2023 10:45:06
  - [Marketing Plan/Samples](#) - Marketing Examples.pdf - Thursday July 20, 2023 10:49:16
  - [WMBE/MBE/SBE or Related Certificates](#) - Harmon Steel MBE Certification - Indianapolis IN.pdf - Thursday July 20, 2023 10:32:49
  - [Warranty Information](#) - Dant Clayton Warranties.pdf - Thursday July 20, 2023 10:41:22
  - [Standard Transaction Document Samples](#) - Dant Clayton Offer of Sale Terms and Conditions.docx - Thursday July 20, 2023 10:37:03
  - [Requested Exceptions](#) - RFP\_081523\_Event\_Seating\_Contract\_Template JR Comments 7-25-23.pdf - Wednesday July 26, 2023 21:02:54
  - [Upload Additional Document](#) - Dant Clayton Additional Resources.pdf - Thursday July 20, 2023 11:29:14

## 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. - Amanda Caufield, Director of Marketing & Sales Operations, Dant Clayton

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