

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Figueras Seating USA Inc., 950 S. Pine Island Road, Suite A-150, Plantation, FL 33324 (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. Sourcwell and Supplier have negotiated the administrative fee terms found in Line Item 37 under "Table 6: Audit and Administrative Fee"

and agree that the Administrative Fee shall be 1.5% 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

Figueras Seating USA Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/6/2023 | 12:06 PM CDT

DocuSigned by:
Robert DeVries
By: DB43A7BDD9AE457...
Robert DeVries
Title: VP North America
Date: 10/9/2023 | 12:10 AM EDT

Approved:

DocuSigned by:
Chad Coauette
By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 10/9/2023 | 6:28 AM CDT

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

Vendor Details

Company Name: Figueras Seating USA Inc
Does your company conduct business under any other name? If yes, please state: Figueras International
Address: 950 S. Pine Island Rd, Ste. A-150
Plantation, florida 33324
Contact: Robert DeVries
Email: rdevries@figueras-usa.com
Phone: 303-994-4599
Fax: 303-994-4599
HST#: 65-0987554

Submission Details

Created On: Tuesday June 27, 2023 09:20:27
Submitted On: Tuesday August 15, 2023 10:10:55
Submitted By: Robert DeVries
Email: rdevries@figueras-usa.com
Transaction #: 76789730-5e0b-43a9-974e-2704edb149db
Submitter's IP Address: 107.128.0.129

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")	Figueras Seating USA Inc
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None
4	Provide your CAGE code or Unique Entity Identifier (SAM):	56LES
5	Proposer Physical Address:	950 S. Pine Island Rd, Ste A-150 Plantation, FL 33324
6	Proposer website address (or addresses):	https://www.figueras.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):	Robert DeVries VP North America 950 S. Pine Island Rd, Ste A-150 Plantation, FL 33324 rdevries@figueras-usa.com 303-994-4599
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bradley Shafer Director of Sales 950 S. Pine Island Rd, Ste A-150 Plantation, FL 33324 bshafer@figueras-usa.com 919-949-7900
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None

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.	<p>Figueras is offering our Specified products and turnkey solutions of our complete integral range of public seating, answering any project's demand, advised by, and coordinated among its specialized Seating Solutions Divisions. We have very successfully created and delivered a 360-degree service through the entire planning and seating installation process in 4 important stages.</p> <p>1) PROJECT PLANNING includes the project study, seating solutions assessment, and sight lines.</p> <p>2) CUSTOM DESIGN includes finishes and accessories selection, layout, and project planning.</p> <p>3) QUALITY CONTROL includes eco friendly manufacturing, quality control and warranties, and certifications.</p> <p>4) SERVICE AND MAINTENANCE includes logistics, lifecycle and maintenance services, and ongoing customer service. ATTACHMENT: 360-DEGREE INFORMATION SHEET</p> <p>Our offering provides an online, rich visual experience for the member, supporting the design-centric focus Figueras is known for, therefore, we have devoted many resources to creating and maintaining visual and detailed technical and product</p>

specifications, photos, videos, and information to give the member the opportunity to visualize their requirements with products and in like venues and settings they are challenged to outfit. Our website, <https://www.figueras.com/>, provides a plethora of information designed to assist in the knowledge, availability, and selection of requirements. ATTACHMENTS: SEATING BROCHURES

- 1) MADE TO MEASURE (EXCLUSIVE TO FIGUERAS, NO ONE ELSE CAN CREATE OR DUPLICATE). Our Made to Measure offers a wide selection of finishes and materials available to make the seating unique and one-of-a-kind. Architects, theatre consultants and acoustic engineers work together with our engineering and design teams to confect the perfect seat. Special care and attention are paid to aesthetics, comfort, durability, ergonomics, acoustic performance, and functionality.
- 2) MOVABLE SEATING entails high-end engineering to optimize space usage and profitability. The flexibility of multipurpose spaces creates new opportunities to foster the versatility of conference centers, corporate rooms, theatres, arenas, sport facilities and any other big or small spaces. Figueras' Movable Seating Solutions are in constant evolution and offer tailored 360 degree "one-stop shop" integrated seating and system solutions, designed to excel in each particular project.
- 3) FIXED SEATING. Experts since 1929, designed and manufactured with detailed attention to durability, sightlines, ergonomics, acoustics, and comfort. This inspiring and customizable collection will achieve the highest standards of excellence whatever the type or size of space.
- 4) PLANETARIUM AND CINEMA SEATING. With more than 90 years in the cinema seats industry, we are experts in designing the most comfortable and stylish seats with a focus on durability and functionality.
- 5) STADIUMS AND ARENAS. From the sports season finale to a big-name rock concert, our unique seating solutions get everyone in the right mood. Comfort, acoustics, ergonomics, style, and functionality take the events to the next level, combining fixed and movable seating solutions with longstanding anti-vandalic durability and minimal maintenance.
- 6) WAITING AREAS. Smart and powered seating solutions make clients, customers and patients feel comfortable and relaxed. Waiting becomes a pleasant and calming experience.
- 7) DESIGN SERVICES. Figueras will offer our best-in-class internal design team to assist in producing the final plans.
- 8) INSTALLATION SERVICES. Figueras will offer our world-class installation firms we have been using for over 5 years.

Our seating collections we are offering have been specifically designed for use in multipurpose spaces, auditoriums, parliaments, conference and congress centers, theatres, performing art centers, stadiums, and arenas.

APTUM COLLECTION

APTUM 246 This seat has been specially designed for theatres and auditoriums due to its great adaptability to the acoustics requirements of any venue. With numerous possibilities in the variation of its dimensions and inclinations, this seat perfectly fits in a wide range of different configurations of the room. This product has obtained the UNE-EN ISO 14006 certification.

APTUM 247 This seat has been specially designed for performing arts centers, theatres, auditoriums, and conference centers due to its great adaptability to any projects' acoustic requirements.

APTUM 248 A seat designed exclusively for use in the Mobile Rotation System. It is a perfect armchair for theatres, auditoriums, and polyvalent spaces.

DELTA COLLECTION

DELTA 430 An automatic tip-up chair that perfectly fits in conference halls, auditoriums, corporate halls, or educational centers. Due to the tip-up feature, the venue's capacity can be increased by up to 15%, without reducing user's safety or comfort.

DELTA PLUS 430 Large dimensions chair with an automatic tip-up seat that perfectly fits in conference halls and multipurpose halls providing comfort for both short and extended periods of sitting. This is a stacking chair and can be stored occupying minimum space.

DELTA 433 Bench with individual seats that meet the specific requirements to equip waiting rooms. The key feature of this bench is the tip-up seat system. It is a great solution for conference rooms, as we can find benches of 3, 4 or 5-seaters, adjustable to the room set-up.

FLEX COLLECTION

FLEX 6035 Large and compact folding seat. The seat and armrests return to their original positions automatically. The folding system consists of the seat rotating and

armrests displacing in a single movement. At the same time the seat folds, the armrests adopt a vertical position so that the folder seat does not surpass a depth of 360mm.

FLEX 6036 An armchair with a folding seat, side panels to fix them to the ground or a platform. They are commonly used to form rows sharing the side panel between two chairs, except at the ends.

FLEX 6076 Fully upholstered folding seat is fixed to the ground by means of the side panels, commonly used to form rows sharing panels between two seats. These side panels serve as armrests and are fully upholstered. When unoccupied, the seat is perfectly aligned with the front and the top of the side panel.

FLEX 6040 GPL Thanks to its generous table, it has become the perfect solution for conference centers, auditoriums, corporate rooms, and higher education centers. The anti-panic folding system allows the table to automatically fold in the side of the seat when the seat is vacated.

FLEX RT 2314 This seat, with a special rotation system incorporates a 360-degree rotation system and a 170 mm linear displacement system. Both movements can be made simultaneously. This system significantly improves the work position, allowing the user to turn towards and speak with people sitting on either side of and behind them.

MEGA SEAT COLLECTION

MEGASEAT 9114 Designed for use in upscale VIP lounges, movie theatres or home cinema rooms. The backrest reclines up to 15 degrees smoothly by using a button incorporated in the armrest.

MEGASEAT 9042 Modular seat composed of fully interchangeable parts with an excellent acoustic performance, this seat has been specially designed for use in cinemas.

MEGASEAT 9078 Designed for use in upscale VIP lounges, cinemas, or VIP stadium areas. The backrest and seat padding are ergonomically shaped for comfort.

MEGASEAT 8136 Modular Designed for intensive use in areas such as auditoriums, conference centers, corporate and education centers. The backrest cushioning is anatomically contoured in the lower back and the head areas, incorporating some horizontal grooves in the body part.

MEGASEAT 9043 Modular With excellent acoustic performance, this seat has been specially designed for use in cinemas. The seat pad is free of grooves of any type in order to prevent the accumulation of dirt.

MEGASEAT 9112 Designed for use in upscale VIP lounges, cinemas, or VIP stadium areas. The backrest and seat padding are ergonomically shaped to guarantee comfort.

MEGASEAT 9113 Generous size modular seat comprising fully interchangeable parts specially designed for Cinemas. The upholstery can integrate into the foam using the Integral Form Upholstery System, without seams or stitching. The seat pad is free of grooves of any type in order to prevent the accumulation of dirt.

MEGA RT Specially designed for its use in parliaments, corporate, conference and congress centers providing movement that allows you to swivel 360 degrees and slide horizontally by 17cm.

MICROFLEX 6061 The most compact solution of Figueras' Flex Collection. The seat occupies only 24 cm when in the folded position, allowing full use to be made of the space. The width of the folded seat and backrest assembly is 24 cm.

MINISPACE COLLECTION

MINISPACE 5064 This seat is an optimal solution for conference rooms, auditoriums, corporate and VIP areas of stadiums and arenas. Once the seat is folded, the depth is only 23cm, which enables maximum optimization of space. The folding relies on gravity, achieving high durability and minimal maintenance.

MINISPACE 5067 One of our most compact seats, this seat is an optimal solution for conference rooms, auditoriums, corporate and VIP areas of stadiums and arenas. Once the seat is folded, the depth is only 15cm, which enables maximum optimization of space.

MINISPACE 5069 This beam-mounted seat has a folding system that consists of the seat turning and the backrest moving forward until both are lying completely flat against each other. Once the seat is folded, the depth is only 24cm, which enables

maximum optimization of space.

MINISPACE 5071 Specially designed to be used in conference centers, auditoriums, corporate rooms and performing arts centers. Its design makes it acoustically excellent. Once the seat is folded, the depth is only 20cm, which enables maximum optimization of space.

MINISPACE 5072 Elegant folding seat has excellent acoustic features which make it a perfect solution for theatres, auditoriums, corporate rooms, and convention centers. Once the seat is folded, the depth is only 19cm, which enables maximum optimization of space.

MINISPACE 5064 FIX Compact beam-mounted seat that folds up automatically. This seat has been designed to be used in stadiums and arenas, performing arts centers and auditoriums.

MINISPACE 5067 FIX Beam-mounted foldaway seat and one of our most compact seats. Once the seat is folded, the depth is only 15 cm, which enables maximum optimization of space.

RHOMBUS COLLECTION

RHOMBUS 13037 Designed for venues with constant use such as auditoriums, parliaments, congress centers, corporate and VIP areas of stadiums and arenas. The backrest padding is anatomically contoured, with lumbar support, and incorporates diamond patterns to give added comfort. This backrest is generous sized in order to offer optimum comfort to the user.

RHOMBUS 13031 A unique seat concept with special detail in ergonomics and durability. This seat has been specially designed for venues with constant use such as auditoriums, parliaments, congress centers, corporate and VIP areas of stadiums and arenas.

RIVA COLLECTION

RIVA HERITAGE 4301 Designed for use in high-level VIP lounges, cinemas, stadiums, or dedicated home cinema rooms. Equipped with up to two motors, the backrest and footrest can be reclined as desired by the occupant by using a touch pad located in the armrest of the seat.

RIVA TWIN HERITAGE 4303 VIP loveseat designed for use in high-level VIP lounges, cinemas, stadiums, or home cinema rooms. Equipped with up to two motors, the backrest and footrest can be reclined as desired by the occupant by using a touch pad located in the armrest of the seat.

SENSO COLLECTION

SENSO 13113 Folding seat that offers excellent optimization of the space due to its reduced dimensions. This seat has been specially designed for auditoriums, parliaments, theatres, conference, and corporate rooms. Once folded, the seat occupies only 47cm.

SENSO RT 2313 Seating for parliaments, corporate rooms, conference, and congress centers that allows the user to swivel 360 degrees and to slide horizontally by 17 cm.

SMART COLLECTION

SMART 13030 Modular seat designed for cinemas, stadiums and arenas or auditoriums that require a product of great comfort and generous dimensions. The polypropylene shells include the TX acoustic system, a set of perforations in the back that provide an excellent acoustic response.

SMART 13032 A modular seat has been designed for theatres, conference halls, corporate rooms, or auditoriums where a high-quality product of large dimensions is required. This seat, alongside Figueras tables F48 or F1000, becomes an optimal solution for long work sessions and conferences.

SMART 13033 Generous sized seat designed for parliaments, conference halls, corporate rooms, congress centers or auditoriums that require an extremely comfortable product of large dimensions. This seat, together with Figueras tables APL, GPL or PLX, becomes an optimal solution for spaces where long working sessions and conferences take place.

SMART RC 13012 Modular seat designed for VIP lounges, cinemas or home cinemas that require a product of great comfort and generous dimensions. The backrest can be reclined using a push button which is found in the armrest, with a maximum stroke angle of 15 degrees. When the seat is vacated, it moves back to its original position.

SMART FIX 13010 Modular seat has been designed for cinemas, theatres, conference rooms, corporate rooms or auditoriums that require a product of great comfort and generous dimensions. Alongside Figueras tables F48 or F1000, it becomes an optimal solution for long work sessions and conferences.

SMART RK SWING 13011 Modular seat of generous dimensions designed for use in high-level VIP lounges, cinemas, or home cinema rooms. The backrest can be reclined through the user's weight, with a stroke angle greater than 15 degrees between the most upright position and the most reclined position.

TOP COLLECTION

TOP 5036 Modular seat with automatic folding seat. The backrest and seat padding are anatomically shaped to guarantee comfort. The seat pad is free of grooves of any type in order to prevent the accumulation of dirt.

TOP 5042 Modular seat with automatic folding seat has been specially designed for cinemas as well as the most exclusive zones of stadiums and arenas. The seat is always fixed, and its padding is free of grooves in order to prevent the accumulation of dirt. In the frontal part there is a built-in cupholder.

TOP 5043 Modular automatic folding seat has been designed for cinemas as well as the most exclusive zones of stadiums and arenas. The seat, backrest and headrest have rear polypropylene shells which are fully washable, preventing scratches and dirt appearing on the rear upholstery. In the frontal part there is a built-in cupholder.

ADDITIONAL COLLECTIONS

AMIK Designed by Llusca Design, is specially designed for stadiums, arenas, and sports facilities, meeting the requirements of FIFA and other international sports federations. Although its design is slimmer than most similar seats on the market. Its design is suitable for both indoor and outdoor use. The outdoor version is treated with additives for UV protection and color stabilization, ensuring a long-lasting product.

ARENA 302 Automatically folding seats for sport facilities, entertainment stadiums and multi-use arenas. The compact design of the Arena gives the rows a continuous surface image that provides a neat overall view of the venue. In the front of the seat and in the back of the backrest there is a space that allows advertising images, logos, or corporate identity elements to be inserted without compromising the seat original design.

FLAME This seat provides excellent acoustic absorption qualities, suitable for theatres, auditoriums, and conference centers. This folding seat has been specially designed with materials that allow the product to be easily adapted to the acoustic requirements of a wide range of spaces. The seat is installed individually, making it easily adaptable to all kinds of linear or curved layouts.

HOLLYWOOD 5400 An exclusive VVIP seat specially designed to offer the maximum comfort and functionality in the most exclusive VIP lounges, cinemas, or stadiums. Equipped with up to three motors, the seat allows the user to control the position of the headrest, backrest, and footrest independently, achieving optimal comfort just by using the waterproof touch screen. In addition, an iPad can be integrated for a wide range of functionalities.

IZZY Designed by Llusca Design, is a multi-purpose folding seat specially designed for stadiums, arenas, and sports facilities, meeting the requirements of FIFA and other international sports federations. Its design is suitable for both indoor and outdoor use.

LANDSCAPE 8200 A modular system of seats designed by Emiliana Design Studio for waiting areas. This modularity allows a wide range of configurations and combinations of finishes and accessories to be set up. The different modules and accessories that this model can include are placed on its horizontal structure and include seats, seats with backrests, tables, planters, information panels, power sockets and wastepaper bins. This product was recognized with a Delta Opinion Award in 2018.

LYON Modular tip-up seat of compact dimensions with special acoustic features perfect for auditoriums, concert halls or performing arts centers. The design allows the distance between the axes to be modified from 53 to 56 cm. and the backrest tilt angle can be adjusted, thus achieving perfect backrest alignment and seat adjustment to suit the venue specifications.

SCALA 148 This seat has been specially designed for use in auditoriums, theatres, and conference rooms due to its exceptional response on sound absorption. The back cushion, combined with other materials, allows us to obtain acoustic absorption

coefficients easily adaptable to the requirements of each project. It can be easily adapted to the different slopes of the room by means of the base which secures it to the floor. It also allows installation of curved rows. This product has obtained the UNE-EN ISO 14006 certification.

STADIUM A multipurpose high-performance seat with automatic gravity-operated folding system. This injected polypropylene copolymer shell has been specially designed for arenas, multipurpose stadiums, and sports facilities.

Taking up only 26cm when folded back, the tip-up system allows great freedom of movement between the rows without sacrificing user comfort.

TULIPA 630 Automatic tip-up chair appropriate for conference halls and meeting rooms that eases the space optimization. The key feature of this chair is its tip-up seat system that ensures that the seat remains in the fold-down position when not in use. Due to this feature, the venue's capacity can be increased by up to 15%. This is a stacking chair, using minimum storage space.

VIRTUS 13205 This seat has been developed specially for auditoriums, performing arts centers, corporate halls, congress, and conference centers. The Virtus 13205 excels in its acoustic performance and its versatility to adapt to different spaces.

WOODY RT A revolutionary concept in seating. It combines the comfort and safety of a fixed to the floor seat with total freedom of movement that allows you to swivel 360° and to slide horizontally. The Figueras rotation and movement system is the optimum solution for parliaments, meeting rooms, assembly halls or plenary meeting halls. It automatically returns to its position, leaving the venue neat and tidy.

DUAL SEATING SYSTEM The Figueras revolutionary design allows reversible use of the seat and the space where it is installed. The dual seating system is a mechanical system that controls the movement of both the seat and the backrest, allowing double use of them, depending on the orientation or the use of the room. This system can be fixed to the floor and is adaptable to several seat models, allowing smart use of the space, being a perfect option for waiting areas and rooms or auditoriums that can be divided for different uses at the same time. When folded, both pieces are stored in their vertical position, optimizing the use of the space.

MUTARAIL SEATING SYSTEM Concept offers the multipurpose hall characteristic by storing the rows on one side of the hall, underneath the stage or underneath the floor using a platform. This system is the perfect solution for spaces that require different configurations such as auditoriums, theatres or performing arts centers. The system design allows the sequential and individual movement of the rows, thus granting great versatility to the room to be able to configure the seating capacity desired at any time; with full capacity of seats, partial capacity or without seats. Thanks to its lightweight design, the Mutarail can operate automatically. The operation time depends on the layout of the hall. For safety reasons, the system integrates aluminum spacers in the rails to ensure a constant distance between rows and also brakes in the first row.

MUTASUB SEATING SYSTEM A pioneer Figueras design that allows storing the seats underneath the floor, a perfect solution for multipurpose spaces, transforming the entire room in only few minutes. Its design is based on a steel frame covered with wood and a folding mechanism which stores groups of up to 12 seats mounted on an extruded aluminum beam under the floor helped by an electrical actuator. Once the last row is folded-up, the room becomes completely useful for many events such as lectures, conferences, exhibitions, or any playful act to happen within the venue. When the system is completely deployed, the covers of the system become the walkable surface between rows, allowing the room to be ready within minutes. The folding and unfolding movements of each row are programmed individually to bring the maximum versatility to the installation, admitting several configurations of the venue's layout; clear space, partial or total opening. Each group of seats works individually, easing the maintenance tasks. In case of a power supply breakdown the power will be cut off and the system can be operated manually. A fully manual option is available. The system is provided with a safety kit and control, compensation, and electrical systems.

MUTAWHEEL SEATING SYSTEM The Mutawheel Seating System is a unique and versatile Movable Seating Solutions. The light design and multidirectional built-in wheels are an ideal solution for venues that need to adapt to multiple activities quickly and easily. Quick and easy to set up, the wheels of this system provide easy movement of the entire row and with a simple lever system is possible to locate the seats in the desired position of the space. This system does not need permanent fixing points in the floor, this enables endless configurations for the same space, and it becomes the perfect solution for multipurpose spaces where different kind of activities take place. The Mutawheel concept offers the feature of storing the

		<p>rows in a reduced space by grouping them along the back wall or under the stage or a platform. The system has been designed to be lightweight; for this purpose, an aluminum extrusion bar is used to provide, aside from lightness, great rigidity to the groups. The aluminum profile allows great flexibility to create different configurations of up to a maximum of 7 seats. These groups are supported by two aluminum casting feet with two wheels that allow 360-degree rotation. The system is activated by a lever that is inserted through the back of the foot, and once it is activated, the system folds or unfolds the wheels.</p> <p>RETRACTABLE SEATING SYSTEM Highly stable retractable tiered seating system with folding and unfolding mechanism that has been designed to international standards. This system is an optimal solution for use in demanding public seating environments such as theatres, schools, universities, arenas, and multipurpose spaces. The opening and closing movements of the tier platforms are automatic by a remote push-button controller. Once the Retractable Seating System is opened, the seat rows will be folding or unfolding row by row. This raised process can be automatic, semiautomatic, or manual.</p> <p>F48 TABLE Turn any seat into a working space. This large, fold-away table is an optimal solution for auditoriums, press rooms, educational centers, parliaments, and multipurpose spaces. This individual table (45x35 cm) is fixed to the floor and, therefore, independent of the seat. The table opens by means of a simple intuitive lift up and twist movement.</p> <p>F1000 TABLE Turn any seat into a working space. This table is specially designed for its use in auditoriums, conference centers, press rooms, parliaments, or educational centers. The F1000 is an individual-use table, completely independent to the seat area. Its anti-panic folding system allows the table to go into the fold-away position with the movement of the user getting out of the seat.</p> <p>TELEFONICA BENCH A bench that can be converted into individual seats by sliding off the top cover, which becomes a padded backrest, and activating a mechanism to raise the armrests. The seat includes a power source point for connecting computers and other equipment during conference sessions.</p> <p>BONAMUSA An armchair intended for use in convention rooms, as well as smaller spaces, offices and waiting areas. One of the most functional features of the chair is the ease with which units can be stacked and the minimal amount of space that stacked units occupy, resulting in easier storage.</p>	
11	What levels of service (material only, turnkey, other) are being proposed?	Figueras will provide turnkey solutions or any portion of a turnkey solution to include material, design, installation, freight, and delivery.	*
12	Does the response include installation services?	Yes, both Union and Non-Union depending on the requirements.	*
13	If the answer to Line 12 above is Yes, describe in detail the following elements (Lines 14-16) of installation services.	Note line items 14-16.	
14	How does the Participating Entity select an installer?	We have several registered subcontracted installation firms that are highly skilled and experienced with the Figueras product and our Figueras teams. We select the best installer for the project based on availability, location, union or non-union, and any other requirement the customer needs fulfilled. Our primary installation subcontractor, who we have been working with for over 5 years, is an MBE which often fills an area that provides extra value to the customer to report for the project.	
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	Part of our original vetting process includes gathering the following information and documents, 1) what states are they licensed in to perform work and we require a copy of the license which we can make available to the member, 2) Figueras requires minimum insurance coverages as follows, commercial liability \$1mil, automobile liability \$1mil, umbrella liability \$5mil, and workers compensation \$1mil. If the customer requires a different amount, we will work with our installers to find the best fit for what the customer needs, 3) if the customer requires additional information, certifications, or documentation the Figueras team will work with the installer to pass along any other requirement. The installers are brought into the project at the very early stages, well before the quoting begins to ensure they provide their expertise in the overall plan and that they understand the level of installers required. The Figueras Project Manager supervises on-site the entire installation and provides training if required prior to the start of the installation.	*
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	The installation agreement is between Figueras and the installation firm. The agreement is not standard as it is based on the requirements of the project. A quotation is required for each project.	*

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	Figueras supplies all motions or multi-use seating type products noted in our RFP. We specifically supply telescopic seating, arena seating, loge seating/suites/club, bench seating, fixed, portable/tip and roll, fixed or mobile risers and all accessories and options that are additional for motorized systems, for projects. Tube and Channel structures would be accessories to our retractable or Mutasub, Mutarail, and Mutawheel. We will determine if we can supply these other specialty items once we have the exact specifications. Grandstands, bleachers, and angled frame structures are not offered currently.
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	Figueras supplies many of these accessories to include stair units, guardrails, skirting, bleacher end curtains, access ramps and supports, seat and row tags, chairs, railings, tables, aisle and/or step lighting. Not all are available, but if the accessory is part of our motions systems products and the specific project, Figueras will advise the extent and design of the product. For example, we can supply special seats and tables for press boxes. Stairs for a retractable is a standard item, when a member wants a multi-stop configuration of the retractable, such as a reverse opening and only wanting 4 rows out of 10, stairs would be required and special railings. These are all incidental or complementary to the main offering of our seats and motions systems. Figueras does not make press boxes, concession stands, ticket booths, media platforms, or acoustical shells.
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	Figueras supplies the design of their systems and seating and all drawings of the auditoriums and the motions products. Figueras also supplies rendering work if required to visually see the system or layout. Freight and installation are included in all bids. Safety inspection or pre-site visits to ensure accuracy, and site construction for our products is put in all bids as an option and highly recommended. Repair or renovation of Figueras systems and products only. Figueras can remove other suppliers' products as a service only if we Figueras is supplying products or services for the same facility.

20	Proposers may also include rental equipment or accessory solutions complementary to the solutions described in Line 17 above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	
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Table 3: Pricing Offered

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

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	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>Figueras seating pricing will be offered to all eligible members of Sourcewell and Canoe as MSRP less the Sourcewell members discount with the final net price shown per model in the pricing catalog. Our Made to Measure (MTM) Custom Seating will be priced once the project specifications have been approved due to member customization requirements. ATTACHMENTS: PRICING FILES</p> <p>The pricing will be represented in a pricing catalog in the following manner with the picture and description of the product for our fixed Event Seating product offerings and our Motions products. EVENT SEATING – fixed seating and loose seating. MOTIONS SEATING – any and all products Figueras manufactures that offer Sourcewell flexible multi-use event or auditorium space for multi-use functions: a) Retractable platforms and chair systems, b) Mutarail system, (Chair on a beam and rail) c) Mutasub System (Chairs that can go under the floor), d) Mutawheel System (chairs on a beam and wheels that can easily move throughout a hall and minimally store) MADE TO MEASURE CUSTOM SEATING pricing will be calculated as cost plus once all specifications have been approved.</p> <p>It is our intent to allow contractors who are authorized by and represent the member to utilize our contract and receive purchase orders from the members to ensure the member receives the best price possible for their project.</p>
23	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	Figueras is offering installation services at cost plus 25%. If any additional wages occur, we will review them on a case-by-case basis.
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>Figueras will offer a discount off MSRP as shown in our pricing catalog for Sourcewell members. The following product lines and segments from Figueras represent the members discount off MSRP. Figueras FIXED SEATING product line – 45% Figueras TELESCOPIC RETRACTABLE SYSTEM – 45% Figueras MOTION PRODUCTS (MSS) MUTARAIL, MUTASUB – 45% Figueras MUTAWHEEL MOBILE SYSTEM – 45% ATTACHMENT: MEMBER DISCOUNT SCHEDULE</p>
25	Describe any quantity or volume discounts or rebate programs that you offer.	We will consider a quantity or volume discount on a case-by-case basis.
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.	Any sourced or open market items will be quoted at cost plus 25%. These items will be noted on our quote. Examples of a few that would be considered open market are OEM parts, maintenance programs, inspection services, pre-site visits, and additional sourced materials for the inclusion into the project.

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>Figueras Seating has various options and items that are not included in the pricing catalog submitted but are at times part of the "Supply and Install" procedures of a project or purchasing of fixed or motions (retractable) systems. These additional offerings will be identified at the time of the project review, contracting, and quoting. Pricing cannot be provided until the full scope of the option is defined.</p> <ol style="list-style-type: none"> 1) If the Sourcwell member has no architectural drawings and requires them, we can create "As Built" drawings of the site. Drawing services will be provided on a price per hour or a fixed total price. 2) We offer semi-custom changes to the products to accommodate the enhancement of the space or enhance or create a design element desired. 3) Figueras has the largest seating selection out of any manufacturer for retractable seating and fixed solutions and most of these have multiple variations that have been done and can be offered but are not outlined in the pricelist due to the variabilities. 4) Figueras can offer a site supervisor and site engineer. 5) Figueras will collaborate with the member on any other additional need they may have for their unique project. 	*
28	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Figueras has its own internal broker service and is excellent in worldwide logistics. Freight prices are included and quoted in the quotation to the member.</p> <ol style="list-style-type: none"> 1) All freight pricing will be re-quoted at the time of delivery, when production is complete, for accuracy. 2) Figueras guarantees if the price of freight is within 10% the quoted price, Figueras will honor the original quoted price at time of shipping. If the pricing is not within 10%, we will re-quote the freight and it will be considered a change order to the contract. 3) FOB site, DAP all freight costs and insurances are included within the cost quote of the freight to the members facility. All shipments are to member destinations, with full insurance coverage by Figueras. The insurance ownership of the goods change's ownership to the member once it is unloaded. 4) Unloading and coordination at the member location is done with the freight and installation team. 5) If the members' site is not ready to receive the shipment Figueras can put the product in short term storage and quote the cost per week or month for that storage to be added to the contract. 6) Both Freight and installation are quoted on all projects automatically, unless not required. Installation warranties are given based on Figueras certified installation firms doing the work or a full inspection of the work done is approved by Figueras. 	*
29	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Figueras is a global company and has been working internationally in over 120 countries. Logistics, such as freight, shipping, coordination, liability, insurance, containers, and multi-transit loads are standard procedures for Figueras in all our business lines. Any freight and logistics to these three areas add travel time over normal freight routes to the USA. Canada timing is similar to USA time for transit. Alaska can create winter delays due to climate and route availability. Hawaii's time to expedite is longer but the Figueras broker teams can manage this well.</p> <p>ALASKA – Dedicated inner transit companies out of Seattle make daily and weekly trips to Alaska and have been an excellent source of reliability and trust for Alaska companies. Additionally, we can utilize airfreight for all foreign, offshore, or difficult location.</p> <p>CANADA – Transit routes are easy and Figueras is well versed on bringing materials into the USA or Canada directly and using rail or trucking to any location in Canada. Transit by rail has a nice feature as it does not stop; it is a continuous freight system. Our VP (Mr. R DeVries) is a native of Canada and was from the Capital, Ottawa Ontario. This gives our company additional insights into navigating business and logistics. Mr. DeVries has worked with Canadian Federal contracts and industry requirements in Canada during his business career, understanding contracting, logistics and Canadian business culture. Mr. DeVries is also the Vice President of Figueras for North America, which assists in facilitating all contracts expeditiously and successfully for all Sourcwell members.</p> <p>HAWAII – Offers two methods, Air or Ocean. Logistics are not different than any other method and can be secured pre-shipment so all carriers are secured before production completion.</p>	*

30	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Figueras Seating can offer air, land, and ocean freight systems easily as we have been shipping around the world for 94 years. There are some additional unique methods available to enhance delivery times or requirements.</p> <ol style="list-style-type: none"> 1) WHITE GLOVE SERVICE – all product is handled with additional protection and handling from the time they leave the factory until it is in the members building. 2) AIR FREIGHT – offers speed in shipment, approximately 1-week total freight time from leaving the factory to the members location. 3) EVENING UNLOADING or after 5pm deliveries – these are requested and are law in some major cities like NYC, due to congestion with trucks in the city. 4) Additional options available can be a tail gate on the truck due to no loading docks being available, pallet jacks, and special lifting equipment or hoisting to get into the building. <p>Figueras makes the process of doing business easy as a complete turnkey solution from design, purchase, logistics to servicing the product. Everything being offered can be coordinated by Figueras as part of our distribution and delivery methods.</p>	*
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Table 5: Payment Terms and Financing Options

Line Item	Question	Response *	*
31	Describe your payment terms and accepted payment methods.	<p>At Figueras we offer a 3-stage payment process for each milestone of the project.</p> <ol style="list-style-type: none"> 1) Payment due within 30 days of order receipt and acknowledgement – 35% of Product amount. 2) Payment due at time of production completion, Figueras will advise production date in advance – payment receipt before goods depart factory 55% remaining amount due less installation. 3) Payment due 30 days from Substantial completion date, date we leave the site, all the product has been installed, and a signed substantial completion form is signed by the member – 100% of project balance due. <p>We accept checks and ACH payments. Checks are to be issued to Figueras Seating USA Inc. with the project number on the check and delivered to 950 S. Pine Island Rd, A-150, Plantation, FL 33324. ACH payments are to be directed to Regions Bank, Cooper City 9100, Griffin Road Cooper City, FL 33328, bank routing number 063104668, account number 0291756812.</p>	*
32	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Financing is available based on rates and terms. Considered on a case-by-case basis.</p> <p>Figueras is experienced in assisting with financing for projects and we will assist the member as much as they need and what we can provide. Figueras will often times create a payment plan with the member.</p>	*
33	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Standard transaction documents will include:</p> <ol style="list-style-type: none"> 1) A quote to the member for scope of project with all services. 2) A drawing of the project for review and approval. 3) Purchase General Conditions – specifies the purchase general conditions of all products commercialized by the company and can be used if the member does not have a purchase order form with terms and conditions. 4) Purchase Order – specifies the purchase of all products and services commercialized by the company. 5) A submittal – outlining all the finishes, drawings and scope of project for approval. 6) Invoices for payment request. 7) Final close out documents, manual with warranty, drawings, and information of the complete. project for reference and servicing. 8) Maintenance agreement form if applicable for Motions products (MSS). <p>ATTACHMENTS: TRANSACTION DOCUMENTS</p>	*
34	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>We do not accept P-cards at this time.</p> <p>ACH is our preferred method of payment, and we accept checks, See line 31 for remittance information.</p>	*

Table 6: Audit and Administrative Fee

Line Item	Question	Response *
35	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	As a result of our strict processes in place to maintain our ISO certifications we have incorporated audit processes throughout our sales and service daily work routines. Once we have determined Sourcewell will be an option in our quoting process we will mark files by including Sourcewell in the name of the file and including a Sourcewell reference on all documents to and from the member or their representative, i.e., dealer of choice. Quotes will be clearly marked as utilizing the Sourcewell contract with the award number and member number listed. We plan to self-audit each of the first 10 orders to ensure the process we have in place in giving the required outcome for accuracy and reporting. We will have all Sourcewell related documents in one location in our internal website portal to ensure pricing and discounting is accurate along with all other terms and conditions. We plan to self-audit the first 3 quarters of reporting to check against our other sales reporting systems to ensure we have captured all sales. One person will be assigned to create the quarterly report and request the payment of the fee to ensure we do not have a gap between the two processes.
36	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As each opportunity comes in, we will review the members' requirements and bring into the discussion the Sourcewell contract and determine the best options for the member. We will track the number of quotes which turned into booked orders on a monthly basis. We will document reasons why the contract is not being used and review the information to make sure additional training or additional discussions need to occur internally or with the member.
37	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Our goal is to give the member the highest quality product and services while remaining competitive with our pricing. We do not pass this administration fee onto the members. We propose a quarterly fee of 1.5% on sales which have been delivered up to \$5 million and 1% on sales which have been delivered over \$5 million in a calendar year, January through December. This administrative fee would not apply to invoiced line items representing delivery charges, taxes, or open sourced/open market amounts.

Table 7: Company Information and Financial Strength

Line Item	Question	Response *
38	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>SEATING FOR THE 21ST CENTURY. OVER 10 MILLION SEATS INSTALLED. Figueras Seating is a global, family-owned corporation reference in design, manufacturing, and installation of fixed and movable seating solutions for public spaces. Innovation experts in Made to Measure craftsmanship and industrial and mechanical engineering, we have been creating unique seating solutions since 1929. Figueras is backed by some of the highest sustainable manufacturing available in the industry. Our business philosophy stems from a long history we value highly. There are 10 core philosophies and value driven principles; Excellence, Experience, Inspiration, Craftsmanship, Creativity, Flexibility, Design, Profitability, Proximity, and Engineering.</p> <p>At Figueras, our remarkable quality is the result of more than 93 years of experience, more than 40,000 projects, and over 10 million seats installed around the world. We were born as artisans in 1929 in Spain and have evolved to being the leading global reference company in the design, manufacturing, and installation of fixed and moveable seating solutions for public spaces. Our international headquarters is in Barcelona Spain. We have over 150 agents and distributors worldwide. We have a physical presence in over 130 countries. Our North America headquarters was established in 1999 in Florida.</p> <p>In 1980 Figueras changed the seating industry forever by manufacturing the first seat with its patented Integral Form Upholstery technology. A technology that is an industrialized process in manufacturing similar to car and airplane seat construction. It offers the highest quality, comfort, and durability out of any seating manufacturing</p>

process enabling even upholstered seats to go outdoors in the elements.

Warner Bros signed a global contract with Figueras in 1996 for 170,000 seats to furnish its new cinemas in Europe and Japan, a relationship that we still hold strong today. The development of Movable Seating Solutions came in 1999 expanding the growth of the company and offering leading developments in multi-use spaces. Figueras developed our integrated 360-degree engineering solutions to optimize multipurpose space usage, enhancing customer profitability. During the early 2000's we had several iconic architectural projects. We outfitted the White House Press room with the Flame Seat, the SSE Hydro Arena in Glasgow Scotland with the Arena Seat, the Philharmonic de Paris with the Philharmonic custom seat, and the main halls of the United Nations in NYC and Geneva. In 2018 the Made to Measure (MTM) division was created to foster the development and manufacturing of unique, bespoke made project solutions.

In 2020 the Brand Corner Group acquired Figueras. Brand Corner is a family-owned group of industrial companies with more than 35 years of experience in manufacturing with a global business vision. It brings together more than 15 active companies from various sectors and defines itself as a dynamic, courageous, and entrepreneurial group, which sees investment opportunities that contribute to the socioeconomic growth of the environment. All group companies have independent management teams and have an international team of more than 2,000 employees with annual sales of over \$450 million, developing business around the world. The Group consists of highly skilled companies strongly positioned in furniture and lighting along with other construction related materials. Brand Corner offers strength and philosophies to business that encourage sustainable manufacturing practices and foster collective growth and experience for their employees.

The Group consists of categories with the related companies:

Lighting – Leds C4, Carandini, Bover
 Furniture – Resol, Figueras Seating, Vilagrasa
 Construction – Hormipresa
 Sanitary Supplies – CV Medica
 Oil and Gas – Indox Energy
 Cardboard & Packaging – Ondulados Carmen
 Household Appliances – B&B Trends, Zelmer, SDA
 Securities Seals & Systems – Precintia
 Plastic Injection – Plasfur

At Figueras our mission is to develop a professional service aimed at meeting the expectations of our members and within the framework of the specialized sale of fixed and movable seating system projects, allowing optimization of the available space through variable products and engineering and solutions based on our experience and high knowledge of design through integration of special materials and processes that are more respectful with the environment and energy management. The result is a company with one of the strongest global brands, known for quality, innovation, engineering, and our manufacturing capabilities. Figueras offers a complete turn-key service for our customers with design, product development, sales, installation, and maintenance ensuring both conventional or special projects to be completed on time and in budget.

Our vision is to be present to the members as a reference company, in the contract channel related to seats for communities, promoting the brand, innovation and technology and the specialization of our projects and products based on a high sustainable commitment to the environment, energy management and society. The will of Figueras is to maintain and increase the commitment with its clients in order to satisfy their expectations of quality and environment expectations, while becoming the leading company in the sector of fixed and motions seating systems. Figueras strives to continuously improve all our products and day-to-day services while ensuring respect for the environment and energy management. The following directives are established and reflect those principles:

- 1) Propose continuous improvement as a fundamental tool of our Quality and Environmental Management System.
- 2) Commitment to continuous improvement of the environmental impact of our product markets through an eco-design process that considers the life cycle of the products.
- 3) Commitment to continuous improvement of the environmental management system to improve environmental performance.
- 4) Commitment to know and comply with the legal requirements that apply to us, derived from our activity, our environmental aspects, or others.
- 5) Consider fundamental training and awareness of our human team so that they participate and act in accordance with the company guidelines.
- 6) Commitment to preventing pollution and using resources appropriately and, as far as possible, reducing consumption of water, energy, and natural resources.
- 7) Commitment to using, to the extent that it is economically and technically

		<p>feasible, raw materials with high percentages of recycled material in order to reduce the environmental impact.</p> <p>We are constantly developing outstanding projects in North America combining the art of architecture with the functionality of our solutions. A few additional US architectural iconic projects are Princeton University McCosh 50, NFL Media Headquarters, Television Academy Saban Media Center Wolf Theater, Milstein Hall Cornell University, Tanglewood Learning Institute, Film Forum, Pacific Science Center, Pacific Palisades, Hollywood Post 43 American Legion, Miami Dolphins Hard Rock Stadium, Childrens Mercy Park, NY Giants Training Center, Milwaukee Bucks Fiserv Forum, Tampa Buccaneers Raymond James Stadium, Constitution Center, Edward Jones HQ Training Room, Hult International Business School, Arent Fox Law Firm, Liberty Museum and Science Center, Sheila M Clark Planetarium, George Town University, Stanford University, Williams College, USC, UIC, UNA Football, Cleveland Cavaliers, and the Victoria Theater.</p> <p>Our purpose at Figueras is to become the ideal partner for all member projects. By offering Sourcewell members our long-standing expertise in public seating and offering products that are always advancing innovation with sustainable design processes, we will add value and know-how to their ideas, turning them into the most feasible and successful projects with the hope and desire to create a long-term relationship as the end result.</p>
39	<p>What are your company's expectations in the event of an award?</p>	<p>An award will provide us with a means to make the purchasing process easier and quicker for the members when they want our products and services because the bid process has already been conducted on their behalf by Sourcewell. The time they save can be used towards the actual project and fulfilling all other requirements. We expect to have all our teams understand the importance of using the contract and the Sourcewell resources to gain additional business and promote to potential customers. We expect to gain additional ideas and knowledge from other awarded suppliers to help us get a running start.</p>
40	<p>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>	<p>Figueras understands the overall contract value may exceed sales of \$120 million. Figueras also understands if awarded this contract is allocated to multiple manufacturers. This means to enable risk management for the members we must ensure equity, solvency, and a capacity to execute and support all projects. This could mean millions of dollars in value of projects which require cash flow and resilience to be able at any time to handle the potential order capacity. This is why we will secure this contract's potential capacity with Figueras Seating USA Inc, Figueras International, and Brand Corner globally by means of the company guarantees. We do not have any public SEC filings but have provided financial overviews and guarantees of our position and liquidity and letters showing our strength through our banks along with our own guarantee domestically and globally.</p> <p>Figueras guarantees security and 94 years of strength and brand to enable strong open lines of credit from several of our banks to ensure commitment for all business as it relates to the Sourcewell award and its members. Figueras utilizes letters of credit, bank guarantees, payment and performance bonds and financials to solidify we meet the requirements of all contracts. We are including in the proposal the following 1) Financial summary and liquidity ratio evaluation with guarantees for contract financial security. 2) Letters from our banking institutions stating the ethical and financial stability of their relationship and that of Figueras with references to our lines of credit capacity and abilities. 3) Brand Corner letter of guarantee offering full security of contractual and financial matters for any and all Sourcewell member contracts. 4) D&B Report. These demonstrate we have over \$5 million from one bank in an open line of credit, security from ownership and top management from Brand Corner that will back all projects, bonding capabilities any time if required, bank guarantees per project if required, and Figueras has the ability and financial strength to stand alone without banks and guarantee member projects.</p> <p>ATTACHMENTS: 1) FINANCIAL SUMMARY, BANKING LETTER, LETTER OF GUARANTEE</p>

41	What is your US market share for the solutions that you are proposing?	<p>The US market in public seating is comprised of many smaller companies with many of these firms who are not manufacturers. The smaller companies are distributors and assemblers of components with small market share. The major manufacturers are mostly national in distribution, whereas there are 2 global manufacturers, Figueras being one of those companies that works and has representation in over 120 countries. Depending on the source we are ranked as number one or two worldwide, both worldwide companies are privately held so no public data is available.</p> <p>Market share estimates with our offerings in fixed and moveable systems would be by market segment.</p> <p>1) Fixed seating in the segments we work in would be approximately 30 to 40% and in specialized segments as high as 70%.</p> <p>2) Motions and Multi Use projects in the segments we work in estimates are 85% for products such as Mutasub, Mutarail, Mutawheel while retractable systems would be 20% of market share. Retractable systems that are specialized and offer the largest seating options would be 75% market share.</p>	*
42	What is your Canadian market share for the solutions that you are proposing?	<p>Figueras does not keep market share data for Canada currently, due to the global changes of 2020 to 2021 with market issues there and globally. At present we see the market expanding quickly with projects and business. The majority of project business in Canada is government and education along with large public infrastructure. The Sourcwell contract will assist Figueras in driving business and opportunities and we will be taking advantage of this contract. Based on our current opportunities we see our growth in Canada with the Sourcwell contract in place.</p>	*
43	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
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>Figueras is b) a manufacturer and service provider. Figueras is a vertically integrated company sourcing raw and finished materials to create and manufacture fixed and motions seating products globally. Figueras provides complete turnkey solutions with installation and maintenance. Anything we do not make in our factories we outsource based on our engineering and manufacturing requirements. We operate with the Figueras staff and our authorized independent dealerships plus we have successfully contracted with many other dealerships due to the location and nature of the project and at the request of the customer.</p> <p>Figueras works closely in many market segments focusing on architectural and design professionals, along with associations such as ALSD (Association of Luxury Suite Directors) and institutional organizations in the giant screen industries, such as science centers, planetariums, GSA and AAM (Giant Screen Assoc. and American Assoc. of Museums). Other affiliations are in the Corporate 500 business sectors and education facilities and groups. We work in association with furniture dealerships, direct sales associates and representatives that exclusively represent Figueras Seating.</p> <p>All team members participate at different levels of expertise to understand the needs of the client and create proposals best suited for the ROI of the project and desires of the design utilizing our 360 degrees of performance evaluation road map. The process is collaborative, and our teams work out all the design criteria reflecting on current codes and restrictions along with the disability act, ADA requirements along with IBC, International Building Code, to ensure it meets the client's approval so they can get proper city and municipality approvals to move forward.</p> <p>We support our representatives by training and working in the field with them through scheduled quarterly reviews and monthly sales initiatives. Our sales support and internal teams are located in Colorado, Massachusetts, Connecticut, North Carolina, Florida, Kansas, Missouri, Arkansas, Washington.</p>	*
45	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None.	*

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.	ISO 9001: 2015 valid to 10/9/25, ISO 14006: 2020 valid to 2/22/24, ISO 14001: 2015 valid to 12/30/24. ATTACHMENTS: CERTIFICATES Our Landscape 8200 modular system of seats received the Delta Opinion Award in 2018. ATTACHMENTS: CERTIFICATE AND DESCRIPTION We believe it is important to note between 2007 and 2016 we received 17 awards in the categories of Innovation and Design, Graphic Design, Design Management, and Design Excellence.
47	What percentage of your sales are to the governmental sector in the past three years?	We have achieved 15-20% of our sales in the government sector annually over the last 3 years.
48	What percentage of your sales are to the education sector in the past three years?	We have achieved 35-40% of our sales in the education sector annually over the last 3 years.
49	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	None.
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?	None.

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 *
County of San Mateo	Government	California - CA	Fixed Seating, COB-3 Council Auditorium	\$185,000	\$185,000
Denver Christian School	Education	Colorado - CO	Retractable Seating System, Performing Arts K-12 School	\$185,000	\$185,000
Georgetown University	Education	Maryland - MD	Fixed Seating, Lecture Hall	\$351,000	\$351,000
Centene Corporation	Government	North Carolina - NC	Retractable fully automated moveable seating system, Town Hall Social Area	\$160,000	\$160,000
Atlanti Care Regional Medical Center	Government	New Jersey - NJ	Fixed Seating, Medical Arts Pavilion	\$125,000	\$125,000

Table 10: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
University of Nebraska	Chynna Hardy	402-472-1111
Syracuse University	Teresa Crooke	315-436-2033
Stanford Law School	Nic Durham	650-804-1893

Table 11: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell 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>The Figueras professional sales team is focused on meeting the expectations of our customers and within the framework of the specialized sales of armchair and seating projects and mobile systems. Everyone at Figueras operates within the framework of a Quality and Environmental Management System based on the UNE-EN ISO 9001:2015, UNE-EN ISO 14001:2015 and an Eco-design Management System based on the UNE-EN ISO 14006:2020.</p> <p>Our sales team is comprised of 14 employees, 4 direct internal members of project management, commercial administration, and finance and 13 independent sales representatives (ISR) handling the United States and Canada. The Figueras sales support and internal teams are located in Colorado, Massachusetts, Connecticut, North Carolina, Florida, Kansas, Missouri, Arkansas, Oregon, California, and the west coast of British Columbia in Canada. Geographically, our independent sales representatives consisting of 13 team members handling 10 states from Washington, Oregon, Northern California, Missouri, Kansas, Arkansas and southern Illinois, Florida, Massachusetts, Connecticut, part of NY, Vermont, and Maine. In total 14 direct employees handling the USA and Canada 9 independent sales representatives handling specific USA and Canada.</p> <p>Independent representation</p> <ol style="list-style-type: none"> 1) Creative Design Resource, Steve Mork, 2 team members, Located in Seattle, WA, Representing: Washington State, Oregon, and Alaska 2) Cade Resources, Earl Carter, 3 team members, Located in San Francisco market, Representation Northern CA 3) Morse AP, Luke Mefford, 2 members, Located in Kansas City, MO, Representing Kansas MO, Kansas, KS, ARK 4) Curated Co., Julia Melhauser, 2 members, Located in Florida, Representing – Florida 5) Brad Shafer, Figueras, Director of Sales, Located in N.C., Representing Director of sales, Assisting in N.C. directly 6) The Sawyer Group, Jeff Sawyer, 4 members, Located in MA, Representing MA, Conn, Vermont, Maine, and NY <p>We utilize a demographic based on the Mega Region assessment analysis. This means we focus on the major metropolitan and megalopolis regions to support, sell, and maintain our business relationships. Based on the project location the sales roles and responsibilities will be assigned to support the member project requirements. Our VP of North America and Director of Sales are responsible for sales nationwide. All team members participate at different levels of expertise to understand the needs of the client and create proposals best suited for the ROI of the project and desires of the design utilizing our 360 degrees of performance evaluation road map. The process is collaborative, and our team works out all design criteria reflecting on current codes and restrictions along with the Americans With Disabilities Act (ADA) requirements along with International Building Code (IBC) to ensure it meets the customers approval so they can attain proper city and municipality approvals to move forward. The Figueras team works daily with our independent sales teams both on site and through communications. We conduct monthly and quarterly sales initiative reviews and provide training as we identify the need.</p> <p>The Figueras sales support extends into other areas focusing on architectural and design professionals, along with associations such as the Association of Luxury Suite Directors (ALSD) and institutional organizations in the giant screen industries, such as science centers, planetariums, the Giant Screen Association (GSCA) and American Association of Museums(AAM). Other affiliations are in the Corporate 500 business sectors and education and government facilities and groups.</p> <p>Additional resources come from our Technical department, consisting of 10 people who create and develop any custom product requirements, assurance of accuracy and fit of product for the project and product. They also offer installation accuracy and associated assistance for additional technical products that are incorporated into the chairs, such as lights, electrical, data, heating, recline mechanisms and motorized systems.</p> <p>Figueras depth of services extends further than these specific people and territories, based on being a vertically integrated company over 165 people are involved in the daily operations and transactional aspects of all projects through financial administration, technical, logistics, quality control and manufacturing. This depth offers the ability to design, build and offer our full range of standard product offering through all custom or semi-custom requirements any facility requires for the demands of today's facilities. Everyone at Figueras is dedicated to quality, environment, and energy management in our sales process. It is a constant challenge that drives everyone at Figueras to meet the needs of our customers with authentic dedication and to firmly face our future in an increasingly demanding market.</p>
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54	Service force.	<p>Our team consists of Figueras technicians who perform and supervise the work on each project and professional installers who are independent contractors. About 75% of our installations are completed with one company based in Maryland with numerous locations across the US. A great advantage of this company to the members is they are certified as an MBE and they have tremendous amounts of knowledge and installation expertise of Figueras projects which they have gained over the years.</p> <p>Figueras works in all 50 states, also servicing US territories, and any global extension of any Sourcewell member such as embassy, consulates, foreign agencies, etc. Figueras is also an international company, our abilities and total reach allow for minimal errors in cultural differences in business and accessibility to ensure success. We have the experience and knowledge to deal with complex business matters. All our teams are highly flexible and agile due to our global interaction and business model.</p> <p>All Figueras and external team members are required to respond to emails, phone, and communications within 24 hrs. All service work is recorded in our CRM (Customer relations management) software and a project number is created to monitor and move through our sales and service process effectively. We also service our clients with warranty issues directly with our quality control department and staff, analyzing the quality control issue and resolving it through reports, analysis and replacements or repair solutions. Our quality control department and our testing lab consists of 8 direct people. Our internal team can speak several languages fluently which assists in our diverse society and working with Canada.</p> <p>The Figueras field support technicians are 1) assigned to specific projects and installations. 2) a group of skilled technicians having expertise in all the product disciplines from Figueras. 3) in the role to primarily supervise, trouble shoot and provide training for the installation team. 4) focused on ensuring the quality of installation equals Figueras standards. The project manager provides oversight and organizes the execution of project and handles layout dimension verification.</p> <p>The contracted installation support services include 1) site visit services to include, delivery method, freight access, site conditions/challenges. 2) removal services of existing seats, depending on the project, disposal service. 3) layout dimension verification 4) meet, off-load, and stage product for installation. 5) coordinate with onsite trades. 6) conducting a phase installation depending on project size and product. 7) walk through the installation with member and obtain an installation sign off.</p>
55	Dealer network or other distribution methods.	<p>Figueras has an extensive national dealer network providing warehousing, installation, and in-the-field services. We work in association with furniture dealerships, direct sales associates and representatives that exclusively represent Figueras Seating. Figueras is open to working with dealers and distributors depending on the role they perform for the member, their location, and the project. Figueras will always choose the best option for members as we have the ability to work with anyone qualifying to take on the tasks. They are independent and contracted separately based on project requirements. No matter the type of project, the Figueras team will assume the lead and work closely with all other independent contractors to make sure the project solution is what the member wants from concept to graveyard. Most dealer groups are located in areas that Figueras does not have direct personnel, offering personal attention to our customers.</p> <p>Our major dealer/distributors in North America have numerous locations and have been our top independent contractors; 1) Gym-Health Company, Toronto Canada, 2) Evenson Best, New York NY, 3) Perdue Inc, Jacksonville FL, 4) Wittigs Office, San Antonio TX, 5) Tangram Interiors, Sante Fe Springs CA, and 6) Sheridan Group, Los Angeles CA.</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>Projects will typically follow a project plan which will be anywhere from a standard and simple project to a fully customized plan and everything in between. Due to this variability, Figueras recognized no matter how large or small, or the level of complexity, we performed the same approach. We create and have been providing our 360-degree professional service through the entire planning and seating installation process which engages all aspects and expert teams of our company, and we give this service on every project. For us, every project is reviewed to reach the maximum optimization and profitability of the space for the members. Our 360-degrees are made up of stages and work assignments that create the full circle of service we provide. Line 10 of this response has the full writeup and attachment of the stages and work assignments. Our order process begins when the member shares details such as drawings, concepts, budgets etc. Figueras responds with factory support from pricing to creating engineering drawings specifications for the members approval. Once the purchase order is generated by the member Figueras sends a submittal to the member for review and approval confirming all choices and selections of product. When the signed approval is received back at the factory an order is entered into the system and production timelines are created. Figueras holds a weekly production meeting where all projects are reviewed, and status is updated. Figueras will then provide timely, accurate information and order updates for members to ensure the project timeline stays on track and no deviations of the plan are necessary. Our invoice process is described in line 31.</p> <p>Once an order is placed with Figueras all projects will have a Figueras project manager assigned to process. The project manager will interact directly with manufacturing to provide member support to project completion.</p>	*
57	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	Figueras has go-to dealers and distributors who have successfully worked with us and our customers to provide turnkey solutions at highly satisfactory levels. We expect anyone working on the project to be customer centric with Figueras leading the effort. We provide training depending on the project requirement along with complete installation manuals. Our complete team of sales, service, supervisor, and project manager works with our external teams to ensure a successful customer experience.	
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.	The Figueras customer support services centers around our lifetime warranty coverage of structure and fixed seating and we work with each customer to recommend and supply attic stock for parts and components to keep any maintenance issues minimal. We continue our project management support anytime our customers need questions answered after the installation has occurred. We conduct a customer satisfaction review after six months to make sure nothing has been overlooked and that the customer is 100% satisfied with the completion of the project.	*
59	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Figueras is set up to fully sell and service Sourcewell members in the entire United States. We have sold and serviced in over 75% of the states in the US to date.	*
60	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Figueras has a strategic relationship with a dealer/distributor team and also provides direct support including sales, service, delivery, and installation in Canada, providing supportive services for Sourcewell members.	*
61	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes.	
62	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None. We will serve all geographic areas of the United States and Canada.	*
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?	Figueras will serve all Sourcewell participating entity sectors including member preferred dealers who have an agreement with the member to purchase and service seating and accessories on their behalf. There are no conflicting national or regional agreements.	*
64	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None.	*

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>At Figueras Seating, we are committed to becoming the ideal partner for all Sourcewell members and trusted for excellence and manufacturing. By offering members our long-standing expertise in public seating of over 93 years, we will add value and know-how to all their ideas, leading with design and engineering for successful projects. Recognized as the global leader in fixed and motion systems seating. A product line that exemplifies innovation and craftsmanship, along with leading engineering and extended warranties. The only firm with the highest sustainability and environmental certifications in the industry.</p> <p>If awarded, Figueras will bring together our Sourcewell contract management team that consists of Robert DeVries-VP North America, Bradley Shafer-Director of Sales, Jackie Perez-A&D Market Specialist, Eva Rovira-communications, Anna Taulats-financial compliance, George Joffe-project manager, Gador Ferrer-project administration and production coordination, Laura Garcia-administrative overview, product approval, and pricing as well as our independent sales representatives to go over the terms and conditions and our responses of the contract. This training will ensure everyone on the team understands the contract and our commitment to our responses. We will update all digital data, i.e., website and social media, with the Sourcewell awarded logo, Sourcewell links, and text on the value of using our contract. We will put a plan in place to update our printed materials. We will issue a press release throughout North America. We will utilize the marketing materials Sourcewell provides and combine them with ours to present a package to the members reflecting Sourcewell as our lead contract. Aspects such as portals and marketing advantages that offer Sourcewell members ease of access, knowledge, and order fulfillment along with services will be reviewed and implemented based on the demand and success of our contract. We will work with Sourcewell to set up a landing page on the Sourcewell site. We will add the Sourcewell contract to each of our project templates to ensure it is discussed and determined if applicable. We plan to offer an incentive to our sales team for using the contract to create awareness quickly. Once we have steady sales going through our contract, we will determine a time period to begin to create a dynamic instant marketing program with various marketing firms, which provides real live uploads, blogs, and video content to further create demand and promote the Figueras and Sourcewell brand to its members and our own clients.</p> <p>Throughout the year, Sourcewell will be added to agendas of staff and sales meetings, and we will invite Sourcewell to occasionally attend these meetings. We will encourage our member facing teams to attend trainings Sourcewell conducts and request they bring a member. We plan to take advantage and attend Sourcewell's annual H2O meeting which will give us the opportunity to network and learn from the best-in-class suppliers how they leverage their contract and what works and doesn't work in promoting and using the contract.</p> <p>Our marketing channel is diverse in that our opportunities come from relationships we have with architectural firms, independent dealers of public seating, general contractors, owners of buildings with public seating, and the BIM Object subscription service we offer globally. We will utilize our database of contacts to advise our channel of the new Sourcewell contract and the features and benefits it brings to members. We plan to attend shows and events annually in which we will have signage and/or printed materials promoting our award. A few of the shows we will be promoting an awarded contract will be 1) AIA (American Institute of Architects) Annual Conference, 2) AAM (American Alliance of Museums) Annual Conference, 3) Direct Tabletop shows in smaller regional venues, 4) ALSD – Association of Luxury Suites Directors, 5) TX – AIA Regional Show (Architect show for Texas), 6) Lunch and Learns with all our states and cities. CEU – Continuing Education program for AIA, 7) IFMA – International Facility Management Association.</p>
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66	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We work with several tools to foster our digital presence and use of data. These are the most important we are currently using:</p> <p>COMPANY WEBSITE: Our website, https://www.figueras.com/, is an excellent window to anyone looking for information about the company, our products, or projects we have worked on. A member can go to the website and review detailed photos, videos, read technical data, and retrieve brochures. In addition, we will have a North American reference map to search for Figueras representation in specific regions with direct contacts within 24 hours. They can easily filter through acclaimed projects we have completed in North America and the world and review the details of the project which includes details on the venue and scope of project, seating product and system used, capacity, architecture studio utilized, case study, catalogs, videos, BIM Symbols, and photos for download. Each product has photos, detailed descriptions, and technical data. The website is directly linked to our CRM, easing contact from any person requesting assistance from any region. ATTACHMENTS: PRODUCT INFORMATION, TECHNICAL DATA, WHITE PAPERS, INSTALL PHOTOS, BROCHURES.</p> <p>GOOGLE ADS: We use targeted keyword-based campaigns with the aim of reaching our ideal audience at the right moment, driving website traffic, boosting conversions, and raising brand awareness. The platform's performance data allows constant optimization, ensuring maximum ROI and business growth. Currently with our industry recognition and financial commitment to strong positioning, Figueras will always continue to be on the top of Google search and key word responses by your entities.</p> <p>LINKEDIN: It provides Figueras with a powerful platform for brand building, targeted marketing, and industry networking. It facilitates reaching a vast professional audience, enabling businesses to showcase products, share content, engage with potential customers, recruit top talent, and gather valuable market insights.</p> <p>INSTAGRAM AND FACEBOOK: These are visual-centric platforms Figueras uses for brand promotion, content marketing, and audience engagement. With its vast user base, it allows us to showcase recent projects, products, run targeted ad campaigns and gain real-time feedback to build a strong online presence and foster customer loyalty.</p> <p>MAILCHIMP: Mailchimp is the email-sending platform we use to send our targeted newsletters. It is directly linked to our website also, this way we can keep our database of subscribers up to date. Anyone introducing the e-mail address on our website can join our mailing list, as Mailchimp automatically updates it.</p> <p>We also have presence on platforms such as BIMOBJECT or ARCHITONIC. The BIMOBJECT platform gives the possibility to offer content for the architecture, engineering, and construction industry. It is also a digital library where we can publish the BIM file of each of our products such as 3D models, textures, and technical data for designing, planning, and managing construction projects, while ARCHITONIC is a good way to display our products to the architectural community and can request further information through e-mail.</p> <p>INTERNAL CHANNELS IN FIGUERAS: Figueras will market it in our own internal divisions, comprising of Cinema division, Moveable Seating Solutions, (MSS), Stadiums and Arenas, Made to Measure (MTM) to enhance and offer specific technologies and products that are unique to these divisions. This is unique by means of engineering and industry team leaders whose careers are specialized in these segments to assist any queries by Sourcewell members.</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>Creating awareness starts the entire process of promoting contracts and we believe Sourcewell is in the best position between the supplier and the member to get the awareness out to both sides and you do it very well. Announcing new awards and listing all awards using digital data and in person at shows and events helps to keep the contracts in the forefront of the members. Making all Sourcewell teams easily available to us as we will need your expert guidance on occasion. Providing member data and overall purchasing data will allow us to promote the contract intelligently and with facts. Being readily available to answer our calls as usually the member is on our other line. Providing us with information when a member contacts Sourcewell directly shows we are in sync and both working to service the member.</p> <p>Our plan to incorporate an award into our sales process is to train our teams of the features and benefits of the contract, how to use it, who can use it, and what to do and who to go to when the conversation gets at a level they are not equipped to complete. They will know when to call in a Sourcewell expert in order to provide the member with all the specifics of utilizing the contract. We will also add into the sales process the tracking of the sales in order to accurately provide quarterly sales reporting to Sourcewell as required. This information is in addition to what we recorded in Line 65.</p> <p>Sourcewell database and co-marketing campaigns can only lead to success when applied with professional and informative information the members require and desire to ensure a successful process and acquisition of our products.</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.	Not at this time.
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Table 13: Value-Added Attributes

Line Item	Question	Response *
69	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Our motions products have specific product and maintenance training which will be provided to Sourcwell members at no charge. Additional training can be offered to Sourcwell members to ensure new staff and operators are brought up to speed with the system. It will be identified at the time of the request if there will be a charge for the training.</p> <ol style="list-style-type: none"> 1) Operator training is specific at the end of all installations, presented to facilities and maintenance teams who will operate the system product they purchased. 2) A specific sequencing of how to open and close the system is given to the operators to utilize before each opening or closing for reference. 3) Every project receives a full operating manual with copies of the official signed manuals and drawings. 4) All electrical drawings and product design are given to the client manually and electronically. 5) Our teams will go back to the installation site of the member usually on an annual basis to inspect, adjust, and replace any inoperative product. A full report on the annual maintenance review is given to the customer to review and identifies if there are any items out of warranty or simply to offer enhancements or improvements. <p>On our fixed seating installations members will receive our no charge, full instructions on the self-maintenance of the cleaning of the seats and general minor operations of the pivots and instructions on how to remove and replace cushions etc. All fabric maintenance is given to clients along with drawings and a close out package of the project and products.</p> <p>Figueras offers a no charge Continuing education course called CEU, for architects in Health, Safety and Welfare based on our company's history in creating safe, durable, and environmentally sensitive materials. The course touches on all three of these categories. 1) Health-Aspects of architecture that have beneficial or salutary effects on occupants and users of buildings or sites and address environmental concerns. 2) Safety-Aspects of architecture intended to limit or prevent accidental injury or death of occupants and users of buildings or sites. 3) Welfare-Aspects of architecture that engender demonstrable positive emotional responses from, or enable equal access by, users of buildings or sites.</p>
70	Describe any technological advances that your proposed products or services offer.	<p>Integral Form Upholstery System-is a Figueras trademark which consists in molding together the upholstery, the fire barrier when applicable, the foam, and an internal metallic frame with springs when manufacturing the seats and backrests. The compact integrated unit, aka "Mono Block" has 8 advantages. 1) The anatomical shape of the cushions will remain the exact same over their lifetime. 2) No seams remove areas of weakness in the upholstery. 3) Duration of the product is 5 times longer than traditional upholstery methods. 4) Wrinkle free for life. 5) Spare parts will have the exact shape as original parts. 6) Strong, long-lasting relationship with BASF, raw materials supplier. 7) Every piece is identical. 8) Foam hardness can be modified for each project.</p> <p>The innovative RT system consists of an aluminum base fixed to the floor, incorporating a 360-degree rotation system and a 170 mm linear displacement system. Both movements can be made simultaneously. This system significantly improves the work position, allowing the user to turn towards and speak with people sitting on either side of and behind them.</p> <p>All seating product mechanical pivots guarantee accurate and precise movement and do not require any lubrication as they are fully enclosed.</p> <p>The TX acoustic system is a set of perforations included in the back of the polypropylene shells that provide an excellent acoustic response.</p> <p>Figueras has had patents covering over 75% of our products and we welcome sharing the information at the member's request.</p>

71	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>We believe in eco-design, and we are constantly striving to innovate and find new and smarter ways to design and manufacture our products with the least impact on our planet, without affecting the quality of the final product. We are therefore determined in our compliance with UNE-EN ISO 14001, a global, officially recognized, voluntary standard that certifies Figueras' outstanding environmental performance. Figueras is also certified in the management standard UNE-EN ISO 14006:2020, an environmental certification that applies to the environmental management systems and guidelines for incorporating eco-design. This is the highest global certification in manufacturing sustainability. By obtaining this certification, with the governing registrar TUV Rheinland Iberica Inspection, Certification & Testing S.A., Figueras proves that it takes into consideration environmental aspects such as the sustainable origin of the materials used in the manufacture, the use of environmentally friendly processes, the non-use of toxic materials and a product design considering all their life cycle, including product recycling and maintenance service. All Figueras products follow the processes of these certifications. The following families of seats have been officially certified: 1) APTUM, 2) COMPAC, 3) SCALA, 4) LUMIERE, 5) CHRONOS. Given the problem of the impact that residues have on the environment and with the intention of promoting a circular economy based on the reuse of materials to achieve a reduction in the amount of waste generated, Figueras has developed a line of upholstery made from 100% recycled polyester. Optionally, this type of finish can be chosen to reduce our ecological footprint and contribute to the sustainability of the planet. ISO 14001 AND ISO 14006 certificates are attached to Line 46.</p> <p>Figueras has a robust quality control department managing our environmental program and initiatives. The lab conducts all our testing internally and has been fully renovated with the latest testing equipment in 2023.</p> <p>Figueras contributes in 3 categories; 1) Environmental Product Declarations (EPD), 2) Sourcing Raw Materials, and 3) Material Ingredients and offers the highest scores for certification of sustainable buildings utilizing the LEED verification and certification requirements. LEED is a holistic system that looks at the big picture, factoring in all critical elements that work together to create the best building possible. The goal of LEED is to create better buildings that 1) Reduce contribution to global climate change, 2) Enhance individual human health, 3) Protect and restore water resources, 4) Protect and enhance biodiversity and ecosystem services, 5) Promote sustainable and regenerative material cycles, and 6) Enhance community quality of life. All Government buildings and schools, when building new, must follow LEED certification or build to LEED requirements. Figueras can contribute a total of 6 points to the overall score which is the maximum for any furniture manufacturer, and we can do this based on our product processes and materials from inception to grave. We offer all Sourcewell members the assurance from Figueras that they can contribute the highest points value and achieve the requirements within LEED sustainability program for buildings.</p> <p>Figueras is working to a neutral carbon footprint in our products to meet the American Institute of Architects (AIA) 2030 carbon design neutrality commitment. Our commitment and programs follow these three principles to achieve the goals of today and the future in manufacturing for the environment. 1) Figueras Environmental, Social, and Governance (ESG) plan is based on transparency, reporting, and accountability. 2) Figueras commits to the development of Environmental Product Declaration (EPD) sheets on all product groups, review available upon request. 3) We are dedicated to products, testing, and labs to achieve the highest LEED certification.</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>Controlled Soft Rise System (CSRS) prevents noise by providing cushioning when the seat goes back to its resting position, silently and without any annoying bangs.</p> <p>Anti-panic Folding System-when the seat is vacated the tablet automatically folds away into the side of the seat, the hall can be vacated quickly, and the aisles are always left clear. This is a fire safety requirement for all facilities.</p> <p>All Figueras foam have zero volatile organic compounds, (VOC) which should be the first criteria when members are looking for excellence in a manufacturer design and materials for their products.</p> <p>Since 1998 Figueras has offered electronic recliners with emphasis on safety. Our recliners are the safest in the market because of our 1) Waterproof Command-Pad which avoids damage caused by liquids, 2) Designed for Safety as all liquid is driven towards the floor, avoiding the sensitive electronic parts, 3) Low Voltage System works at a max power of 29 volts, which prevents any type of potential electrical shock to the user, 4) Safety System for the Footrest allows the footrest to retract in the seat by a spring and not by a motor, which is a push-only one, this is a significant difference which makes Figueras recliners much safer, in other brands the motor is a push & pull one, applying all the strength to both movements which unless a special sensor is included the mechanism could trap the user, and 5) Anti-Tilting Frame is a metallic frame of the seat and is the most solid in the industry, avoiding unexpected tilting or any other type of accidental collapse. In conclusion we are offering members security of risk management with such controls to eliminate injury.</p>

73	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Figueras, out of all the fixed seating companies in the world, holds the highest standards in sustainability and environmental process certifications. Our standard is in following ASTM standards, ISO manufacturing processes and controls, Forest Stewardship Council (FSC), LEED, BREEM, and Lifecycle design through ISO. We also follow ANSI/BIFMA standards where applicable for specific materials. Electrical components are all UL approved or CSA in Canada.</p> <p>Figueras labs perform continual testing programs and follow strict quality control processes to ensure our products are made to stringent levels. EPD and ESG scores are currently in progress of all our products and offered for each project where sustainability is an accredited process of the building requirement of the project.</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>Figueras does not fall into any of these categories, however our main installation contractor, who does over 75% of our installs in the US, is a minority owned business with more than 20 years of experience with a team fully dedicated and specialized in our products. We are aligned in the core values of our teams conducting themselves with honesty and integrity. Quality work, professionalism, and safety are the cornerstones for both our companies.</p>	*
75	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Unique attributes of Figueras are 1) We have a direct relationship with tanneries which allows us to provide technical security in fire-proof standards, customization, flexibility, and highly competitive pricing for the requested leather. 2) We are a vertically integrated manufacturer; we control our resources since we own many factories. We go out into the marketplace for other products or items we do not produce, and we warrant these products. 3) One of the most powerful aspects of our operational expertise is investments in production lines and processes such as Integral form, which we described in line 70 and is unique only to Figueras. 4) Figueras is the only firm that offers a lifetime structural warranty on all our seats. 5) Figueras offers the highest active weight load usage, with our products tested to 488 lbs. ANSI/BIFMA for seating standard is static testing of 265 lbs.</p> <p>We are unique in our maintenance and inventory advantages; 1) Buying a Figueras product reduces maintenance, this is factually based on our data of repairs or parts to maintain our products. This offers members a reduction in human resources to maintain facilities. We believe it is one our highest contributions to Sourcewell members. As an example, we can offer a fixed seating auditorium with all the same cushions and parts, nothing is handed, left or right, making it easy to exchange a damaged cushion or part. Chair number 56 parts are the same as chair number 134. This reduces attic stock which is unique to Figueras.</p> <p>Figueras uniquely also supplies 1% of additional parts strategic on every project to ensure the installation is not set back by damaged parts from shipment or loss.</p>	*

Table 14: Warranty

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

Line Item	Question	Response *
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76	Do your warranties cover all products, parts, and labor?	<p>Yes. Figueras Seating USA offers one of the most comprehensive warranty programs in the seating industry. With superior engineering and 94 years of manufacturing experience, Figueras Seating USA warrants to the original purchaser that all of our products, with normal use and proper care, are free from defects in design, materials, and workmanship. Specifically, the Figueras warranty includes:</p> <p>General Limited Warranty</p> <ol style="list-style-type: none"> 1) Structural Components: Lifetime 2) Polyurethane and Foam: 7 years 3) Operating Mechanisms, Pivots: 5 years 4) Figueras Textiles: 3 years 5) Retractable and Motion Systems: 2 years 6) Motors: 2 years 7) Electronics: 1 year 8) Embroidery or Applied Logos: 1 year 9) Labor: 1 year from completed installation date 10) COM (Customer's Own Material) Textiles: Covered by OEM warranty 11) Weight Capacity: 222kgs (480lbs) for all Integral Form Products, and Other Specific Products <p>Limited Retractable and Movable Seating Systems Warranty</p> <ol style="list-style-type: none"> 1) Structural and Internal Metal Components: 10 years 2) Decking Systems Including Aisle Steps and Rails: 5 years 3) Seating Mechanisms: 5 years 4) Electrical: Aisle Lights: 5 years 5) Portable and Integral Dolly Systems: 5 years 6) End Closure Curtains: 5 years 7) Surface Material Finishes: Polymer and Powder Coat: 5 years 8) Surface Material Finishes: Wood Veneer: 5 years 9) Electrical: Power Systems: 3 years <p>All warranty claims should be submitted to Figueras Seating USA Customer Care within the warranty period, and include purchase date, description of warranty issue, photos of affected product and location of the product. Please submit all warranty claims and inquiries to info@figueras-usa.com. ATTACHMENTS: WARRANTY POLICIES</p>
77	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Yes. The following standard restrictions and exclusions apply:</p> <p>General Limited Warranty</p> <ol style="list-style-type: none"> 1) Normal wear and tear, misuse, abuse, neglect, or vandalism of the product 2) Indoor seating is guaranteed for indoor use only 3) Lifetime is deemed to be normal expected product lifecycle 4) Unauthorized modifications, alterations and/or repair are not covered 5) Excludes accessories not installed by Figueras 6) Casualty loss or acts of God 7) Products not installed by Figueras Seating USA 8) Products not used as recommended by Figueras 9) Any graphics not applied by Figueras 10) Consumable products, light bulbs, lamps, ballasts, etc. 11) Misuse of cleaning products and methods <p>Limited Retractable and Movable Seating Systems Warranty</p> <ol style="list-style-type: none"> 1) Normal wear and tear, misuse, abuse, neglect, or vandalism or misuse of the product 2) Casualty loss or acts of God 3) Product Altered or Modified by the User 4) User Attached Accessories 5) Consumable products, light bulbs, lamps, ballasts, etc. 6) Products not installed by Figueras Seating USA 7) Applied Graphic Solutions 8) Products Not Properly Maintained in Accordance with Figueras 9) Non-Standard Material and Color Finishes 10) Natural Variations Occurring in Wood, Color Fastness, Variations in Matching of Colors, Grains or Textures of Materials 11) Polymer Colors Will Not Fade Greater Than 5 Delta-E Units Measured Within CIE L*a*b Color Space 12) Powder Coat Finish Will Not Fade Greater Than 5 Delta-E Units Measured by Hunter L*a*b Color Difference Per ASTM D2244
78	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Yes. Labor, including travel time and mileage is covered for one year from completed installation date.</p>

79	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Figueras is prepared and has the resources to cover all geographic regions of the US and Canada.	*
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?	No. The warranty coverage of that product will be by the original manufacturer's OEM warranty. Figueras will work to ensure the warranty claim is handled correctly and effectively. If a resolution of the issue is resolved with a replacement, Figueras may charge for an installation or replacement service call to exchange the product.	*
81	What are your proposed exchange and return programs and policies?	Based on our thorough project process, Figueras assures the customer will have ample opportunity for approvals at every phase before production, and all clients are assigned a project manager to process and interact with manufacturing and directly with the member before, during and after the project is produced, thus Figueras does not have a return or exchange program. If the member changes their mind on a product (s) after approvals and sign off and it is in the production process Figueras will assess the cost of the pre-completed order and advise the client what the restocking charge or additional fee to change, alter or cancel the product or project. If the member has made a mistake, Figueras will work with them to assist in a remedy. We will work with the members to make sure they are 100% satisfied with the results based on the solutions available by Figueras.	*
82	Describe any service contract options for the items included in your proposal.	Inspection, service, and maintenance programs are highly recommended on Fixed seating projects and are required with all Motion Seating Systems (MSS) by Figueras Seating USA to ensure long product life and customer satisfaction. Local codes may require periodic service for retractable products. With a maintenance contract Figueras can offer extended warranties for the project. Figueras Seating USA service contracts offers: 1) Maintenance programs for all projects that Figueras has completed, both in fixed and motion seating systems. 2) Figueras has 14 different maintenance programs covering all motion products and general fixed seating. 3) Programs consist of maintenance, cleaning, inspection of all materials and moving parts. 4) Address all ADA (Disability) and code matters and safety of the systems or product. 5) All general maintenance is done in these inspections and anything that needs new parts, a quote and listing of the additional items are given to client unless under warranty then it is no charge based on the terms for that product. 6) A time schedule for production and return visit to fix any outstanding items will be scheduled and completed with the members approval and sign off. 7. At the final installation the members will review with our team on site any punch list items that will be remedied immediately to the satisfaction of the contract or order. ATTACHMENT: SAMPLE MAINTENANCE AGREEMENT	*

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 contract 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](#) - Price Files Lines 22 & 24.zip - Monday August 14, 2023 16:08:07
- [Financial Strength and Stability](#) - Line 40 Figueras Financial Documents.zip - Monday August 14, 2023 15:19:07
- [Marketing Plan/Samples](#) - Line 66 Figueras Marketing Information.zip - Friday August 11, 2023 14:13:47
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Line 76 & 82 Figueras Warranty & Sample Maintenance Agreement.zip - Wednesday August 09, 2023 16:55:05
- [Standard Transaction Document Samples](#) - Line 33 Figueras Standard Documents.zip - Wednesday August 09, 2023 16:48:43
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Additional Documents Lines 10 & 46.zip - Monday August 14, 2023 13:56:12

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. - Robert DeVries, VP North America, Figueras Seating USA Inc

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Event_Seating_RFP_081523 Mon July 17 2023 02:16 PM	<input checked="" type="checkbox"/>	1