



**Solicitation Number: RFP#091719**

**CONTRACT**

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

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

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

**1. TERM OF CONTRACT**

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

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

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6. MEMBER ORDERING AND PURCHASE ORDERS

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

**11. LIABILITY**

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

**12. AUDITS**

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

**13. GOVERNMENT DATA PRACTICES**

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

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

**14. INTELLECTUAL PROPERTY**

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

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

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

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

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

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

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

**17. FORCE MAJEURE**

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

**18. SEVERABILITY**

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



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

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

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

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

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

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

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

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

## **20. INSURANCE**

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

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

## **21. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 24. CANCELLATION

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

Sourcewell  
DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations & Procurement/CPO  
Date: 11/22/2019 | 8:20 PM CST

Dant Clayton Corporation  
DocuSigned by:  
By: Amanda Caufield  
A174F0FBD2CE467...  
Amanda Caufield  
Title: Director of Sales & Marketing  
Date: 11/23/2019 | 3:52 PM CST

Approved:  
DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 11/22/2019 | 8:27 PM CST



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

---

## Vendor Details

Company Name: Dant Clayton Corporation

Does your company conduct business under any other name? If yes, please state: Tuttle (A Dant Clayton Division) / Dant Edge

Address: 1500 Bernheim Lane  
Louisville, Kentucky 40210

Contact: Amanda Caufield

Email: [acaufield@dantclayton.com](mailto:acaufield@dantclayton.com)

Phone: 502-693-3655 223

Fax: 502-693-5574

HST#: 60-0947342

## Submission Details

Created On: Thursday July 18, 2019 11:18:01

Submitted On: Monday September 16, 2019 16:24:03

Submitted By: Amanda Caufield

Email: [acaufield@dantclayton.com](mailto:acaufield@dantclayton.com)

Transaction #: 4388151f-e4ba-410f-9e11-8761d1bb3db7

Submitter's IP Address: 199.122.115.6

---

## Specifications

### Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Dant Clayton Corporation / Dant Clayton – product lines: Dant Edge & Tuttle (A Dant Clayton Division)
2	Proposer Address:	Corporate Office: 1500 Bernheim Lane Louisville, KY 40210 Railing Satellite: 120 Shadowlawn Drive Fishers, IN 46038 Aluminum Production: 1163 Algonquin Parkway Louisville, KY 40210 Steel Production: 1550 Bernheim Lane Louisville, KY 40210
3	Proposer website address:	www.dantclayton.com / www.stadiumseating.com / www.tuttlehandrailings.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Officers of the Company, all located at 1500 Bernheim Lane Louisville, KY 40210 502.634.3655 Bruce Merrick, Chairman bmerrick@dantclayton.com, ext. 220 Keith Williams, President kwilliams@dantclayton.com, ext. 316 Amanda Caufield, Director of Sales & Marketing acaufield@dantclayton.com, ext. 223 Jonathan O'Leary, Executive VP of Sales joleary@dantclayton.com, ext. 271
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amanda Caufield, Director of Sales & Marketing - 1500 Bernheim Lane Louisville, KY 40210 - acaufield@dantclayton.com, ext. 223
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jon O'Leary, Executive Vice President of Sales, 1500 Bernheim Lane Louisville, KY 40210 joleary@dantclayton.com, 502.634.3655, Ext. 271  Jody Neal, Estimating Manager, 1500 Bernheim Lane Louisville, KY 40210 jneal@dantclayton.com, 502.634.3655, Ext. 245  Brian DeHart, National Sales Rep, 1500 Bernheim Lane Louisville, KY 40210 bdehart@dantclayton.com, 502.634.3655, Ext. 205

### Company Information and Financial Strength

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

<p>7</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Dant Clayton is proud to offer the most complete and innovative line of outdoor and indoor spectator seating in the industry with world class Alum-A-Stand aluminum bleachers, stadiums, and grandstands. From middle schools and high schools, to colleges and universities, to professional sports venues, to amphitheaters and fairgrounds - the acknowledged bleacher manufacturer leader in spectator seating is Dant Clayton.</p> <p>Our wide range of capabilities include far more than the design and fabrication of individual projects. We offer full service technical support from the initial design stages of planning through all phases of engineering, fabrication, and construction. We've made our mark in the industry by constantly finding new ways to approach facility design issues as well as the seating systems.</p> <p>Dant Clayton is committed to improving the stadium, arena and bleacher industry. Established in 1979, we have changed the industry to improve the spectator experience for young and old. We have introduced functional improvements such as welded deck systems; aesthetic improvements such as powder coated finishes, closure panel fascia, vertical picket rail fencing, and a masonry veneer panel system; safety improvements such as slip resistant decking; and comfort improvements with one-piece molded chairs and ergonomically-designed compound curve seats. In recent years, we have developed and brought to market indoor seating solutions that save customers money and create aesthetically pleasing useful space underneath, allowing for additional fan experience locations and amenities. Seeking to take our offering to the next level, Dant Clayton acquired an architectural railing company in late 2015, to offer our customers even more options on handrails and guardrails, opening additional markets and new customer sets.</p> <p>Whatever the project, our solutions address customer needs with the latest product and service features. We lead by listening to our customers' dreams and desires for their venue and respond with unmatched design and value. We work as a team with architects, school boards, and athletic directors to create a seating facility that is customized specifically for our customers. Solving problems, while providing superior performance and innovation, has always been a priority at Dant Clayton - resulting in the highest quality aluminum bleachers, stadiums, stadium seating, arenas and grandstands in the industry. It is this commitment combined with a sincere team approach with the customer that set us apart.</p> <p>Dant has three principal standards that guide our performance, whether we are designing, fabricating and supplying major grandstand systems, or developing a new seating product:</p> <p>We are customer driven. It is imperative that our technical sales staff work very closely with the owner/designer/construction teams early in a project to clearly understand the key issues, priorities, and goals of a given situation.</p> <p>We are team focused. We continue to dedicate ourselves to building the best possible engineering, design, project management and manufacturing teams. This, combined with maintaining the most state-of-the-art manufacturing facilities, helps us produce superior products and performance before, during, and after construction.</p> <p>We are known for being absolutely reliable. We have the capacity to do what we say we will do. We live up to our commitments and stand behind our performance.</p> <p>At the heart of Dant Clayton is a strong customer focus that is paired with speed, total participation from all 170+ employees working in our office building and manufacturing plants, and a committed leadership team. When encompassed in an environment of mutual learning and benchmarking it becomes a solid recipe for success.</p> <p>We rigidly adhere to our principle standards to be customer driven, provide superior products and performance, and to stand by our commitment. Only then are we truly filling a need in the sports and entertainment seating industry and living our values of being: externally focused, bound by integrity, trust and respect, driven by collaboration, passionate about people, and that continuous improvement is our lifeblood.</p> <p>Along with our decades of experience, it's our unwavering commitment to cooperation, collaboration, competence, and coordination that has made us the best in the world at what we do. We've perfected the interplay of these four elements, creating a company that's not only leading the way, but is focused on what really matters the most— customer satisfaction. That's the Dant Clayton commitment.</p> <p>See attachment: DC Mission, Vision and Values 2019</p>
<p>8</p>	<p>Provide a detailed description of the products and services that you are offering in your proposal.</p>	<p>Dant Clayton's original offering via our Sourcewell contract consisted of four distinct product lines, and one service offering. Our product lines will continue to include: standard angle frame bleachers (Dant Edge), premium Alum-A-Stand bleachers, custom I-Beam grandstands, and custom press boxes. In addition, we will be adding our newer product offerings of Hybrid Precast Stadium System, Long Span Aluminum Stadia System, and Architectural Railing as well as additional services of grandstand inspections and modeling. At Dant Clayton our mission states that "continuous improvement is our lifeblood", thus we will also be including advancements to our custom press boxes.</p> <p>Each of these product offerings includes design and project management services. If stamped drawings are required, they are at an additional cost for the Dant Edge product line but are included with all others. We offer a separate assembly service for all the product lines. While our product solutions were once primarily permanent outdoor types of event</p>

seating, with our additional products, we are now providing members solutions for indoor applications as well.

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

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

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

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

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

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

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

A sleek, clean and modern look from all sides helps this system stand out aesthetically, providing joint conditions, sound performance, and tread dimensions that aren't available with any other type

For those members looking to create a more traditional concrete venue, we offer the Hybrid Precast Stadium System which provides the principal benefits of a complete concrete stadium at a significantly reduced cost. Combined with an economical steel structure, this revolutionary system sets a new standard in high quality, cost effective stadium construction. With all walking surfaces provided as lightweight precast concrete elements, your fans will experience the feel of a conventional precast structure, at a reduced-price tag. The Hybrid Precast Stadium System functions in combination with any type of structure support system and can

		<p>be provided with the full range of Dant Clayton features and options. This option, as well as Long Span Aluminum, still incorporates the elements of the assembled product such as aisle steps, rails and bench seating.</p> <p>Steel finishes are available in good-better-best grading. The core stand and understructure include galvanized steel, but an option is provided to upgrade to a powder coated finish for improved aesthetics or a 2-coat steel finish for improved aesthetics and durability. We do not offer a 1-coat powder coat within 100 miles of a coastline due to the effect the saline environment has on the powder coating. We recommend using the 2-coat system if a colored steel finish is desired in those areas.</p> <p>Closure options include aluminum riser panels, a recycled plastic panel, or an architectural brick façade panel.</p> <p>The custom press box product line includes fully finished buildings using modular construction designed to use for media or suite facilities. These are offered in several specific sizes to include those ranging in width from 8' to 14' and ranging in length from 12' to 66' for a single unit. However, we are now able to construct these end-to-end for additional length options as well as create multiple level solutions. Two framing types are offered (JN), type I framing is more cost effective, but contains combustible materials. Some applications require the use of non-combustible materials, so type III construction is also offered. Many of the interior finishes can be customized including window types, siding types, door types, colors, addition of rooftop filming, HVAC options, and more. For this proposal, we will be adding additional electrical and audio-visual prep items into the pricing of our press boxes as they have been requested by the membership. Further advancements are in the increased options of roof styles to better ensure aesthetic alignment with a member's surrounding facility.</p> <p>The last product addition for our proposal is our ability to now offer architectural railing. Adding onto the existing offerings of chain link fence and picket rail, we are now able to provide more aesthetic options of hand and guard rails for our seating solutions. This includes stainless steel picket rail, cable rail, various infill panel rail options, along with glass clip and shoe choices. This will allow members more high-end options for various railing locations throughout their venue. Pricing for these options appear under the "Railing" category established in our previous proposal.</p> <p>In terms of services, prefabrication service offerings are included with all of the products above. These include customer consulting, site analysis, design, engineering, and project management. For members needing additional support prior to purchasing materials, we are now offering supplementary design, engineering and 3-D modeling/coordination. This will help members to better define their need and ensure a workable, constructible and affordable turnkey solution.</p> <p>Our post-fabrication services include assembly, warranty and inspection service. Warranty service is included in the product pricing above. Our standalone service offerings include assembly and inspections. In the face of new building codes (ICC 2017 501.2 and 501.2.1), proper and consistent inspections with required identification tags will be of increased importance. To aid members in compliance and general required maintenance of their grandstands, we are now offering inspections as part of our proposal. We can contract for a one-time assessment or a five (5) year agreement. This proposal includes assembly services and grandstand inspections at the rates listed on the price sheet. Note that there is a discount for the five (5) year option. We will utilize our nationwide network of certified grandstand installers/inspectors to assemble and inspect the product in accordance with local building code.</p> <p>See Attachment: 5 Year Inspection Agreement Template</p>
9	<p>What are your company's expectations in the event of an award?</p>	<p>Our expectation of being awarded a new contract is to be able to build upon the successful strategies we have created over the last few years with our current contract. We strive to help our customers obtain their spectator seating vision, which is largely achieved when we can provide a cost-effective, time-saving alternative to the traditional bid market. We expect that we can continue to assist members purchase the quality products and services they want, while being in compliance with the competitive process of their particular jurisdiction. Over the years, we have seen that by using the contract, we are able to contribute to bringing projects to fruition that would have otherwise been delayed (possibly years) had they gone through traditional bid processes.</p> <p>Another goal with the new contract would be to make ourselves better known to current members should they need the products and services we provide in the future. This can be accomplished via newsletter participation, pointed tradeshow attendance and continued engagement in Sourcwell hosted events.</p>
10	<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>As of January 2019, Dant Clayton has been in business for 40 years. During that time, we have grown in our core business, by creating new products and through acquisitions. For the past 14 years, we have produced positive operating income without exception. To further demonstrate Dant Clayton's financial position and strength, we are providing reference letters from our banking, bonding and accounting firm partners.</p> <p>Audited financial statements are available upon request. See attached: Letters of Recommendation (3) and Cover Letter from Dant Clayton's President</p>

11	What is your US market share for the solutions that you are proposing?	Dant Clayton participates in multiple markets. At the core of our business is the traditional bleacher market. This is where we got our start, laid a foundation of innovation and have experienced much growth. Today, we capture a little over 40% of this market. Over the past few years, we have been expanding into secondary markets with new product and service offerings. These include but are not limited to the following markets: alternative riser systems, modular buildings, railing, specialty construction, inspections, design/modeling and engineering services. Further development into these secondary markets is a growth strategy for Dant Clayton and offers members a more robust product and service offering via our contract.	*
12	What is your Canadian market share, if any?	While we have sold and do currently sell into the Canadian market, we are not at the level to secure a solid market share at present. A portion of our National Sales Force has been working a plan to grow a presence there and has secured work this calendar year, but the plan is in the early stages. Projected growth is expected over the next two years.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Dant Clayton has never petitioned for bankruptcy	*
14	How is your organization best described: is it a manufacturer or distributor/dealer? Provide your written authorization to act as a distributor/dealer with your sales and service force and with your dealer network.	<p>Dant Clayton is best described as a manufacturer. The sales force for Dant Clayton is made up of sales representatives located in or close to their respective sales territories that provide the full product and service offered in this RFP to members under the name of Dant Clayton. Along with the sales representatives, Dant also has independent agents (dealer relationship) established in two territories, where our products and most available services are sold under the dealer's business name. With our dealer relationships, we are structured as a first-tier product offering and make up the bulk of their revenue. Layered over both of these sales arms is the National Sales Team that has the ability to sell outside of traditional territory boundaries, as they specialize in more complex scopes of work with more unique solution sets. This multi-layered approach provides full coverage of sales effort not only from a location standpoint, but by type of project as well.</p> <p>To offer additional support, a sales and technical resource team located at our headquarters in Louisville, KY, provides estimating, design, engineering and a host of other preconstruction services to our field sales staff.</p>	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>There are hundreds of licenses or certifications that can potentially be required to perform Dant Clayton's business. These typically vary by location. These may include, but are not limited to: professional engineering licenses, certificates of authority, modular building manufacturing certification, modular building design certification and more. Dant Clayton and our personnel continuously maintain many of these in licenses in CA, CT, DE, FL, GA, LA, MD, OH, RI, NY, VA and more (nearly all 50 states). We also maintain licenses in OH, PA, IN, KY and more. Our fabrication facility has been ASIC certified since 2007 for ASME B31.3 fabrication, while including AWS and CWB certified welders. When specific certifications or licenses are required, we possess in house, we utilize our network of consultants to ensure compliance with all certification requirements.</p> <p>i. Professional Engineering Licenses in 48 states (Dant Clayton Construction, Inc.)</p> <p>ii. APIC's CPIM Certified – 1</p> <p>iii. DBIA Designated Design Build Professional – 1</p> <p>iv. LEAN Certified (Yellow &amp; Green belts, and 2 LEAN and Six Sigma Black belts) – 6</p> <p>v. AWS Certified Welders – 13</p> <p>vi. CWB Certified Welders – 10</p> <p>vii. Business /Contract Licenses in 48 states</p>	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	Not applicable as no suspension or disbarment has occurred in the lifetime of the company.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our manufacturing is focused on the seating understructure, decking, risers, seat boards and railings provided in our overall solution set. This also includes our press box line; however this items do not clearly appear in the breakout categories provided.	*

**Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Fast 50 (Louisville Business rating indicating substantial revenue growth) – multiple year recipient ENR Top 600 Specialty Contractors (Engineering News-Record) – multiple year recipient  These two honors have been bestowed on Dant Clayton over consecutive years, with our status/ranking improving year over year.  2017 Louisville Business First's "People to Know in Sports Business" – Keith Williams (Dant Clayton's President)
19	What percentage of your sales are to the governmental sector in the past three years	10%
20	What percentage of your sales are to the education sector in the past three years	65%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Since early 2014 Dant Clayton has held a contract under TIPS (The Interlocal Purchasing System out of Texas.) We were grandfathered into an existing contract held by a member of our sales force. Over the past three years, sales via that cooperative total just under \$2m. Two of the four sales transactions during that time were from existing customers that had bought via TIPS in the past and were not comfortable switching purchasing cooperatives midstream. Our go to market strategy does not include promoting TIPS and is used only in cases where specifically asked for or for additions to projects sold under the aforementioned contract.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Dant Clayton holds no GSA contracts.

**References/Testimonials**

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
Greenbrier County Schools	Dave McClure	304.47.6460
Buckeye Central Local School	Mark Robinson	419.492.2864
Tallmadge High School	Steve Wood	330.633.3291
Circleville City Schools	Jonathan Davis	740.474.4340
Oberer Thompson Company / Princeton High School	Tony Quinter	937.426.3577

**Top Five Government or Education Customers**

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
University of South Alabama (USA)	Education	Alabama - AL	17x 1000 I-Beam grandstand SSRD welded deck, guardian VPR PC Riser	6,300,000	6,300,000
Princeton School District	Education	Ohio - OH	2 I-Beams 21x295 and 16x186 SRD welded deck, PC rise, Press box	2,400,000	2,400,000
Collierville High School	Education	Tennessee - TN	21x270 I-Beam grandstand SSRD welded deck, PC riser and steel APS closure vented C-I Press box – 3 stands (2 IB 1 ALS w/ 3PB)	1,800,000	1,800,000
Marysville Exempted Village School	Education	Ohio - OH	26x193 I-Beam welded deck PC riser vented CI chairs Press box – 11x177 ALS	1,600,000	1,600,000
Liberty School District	Education	Missouri - MO	Beams 23x222 welded deck PC riser and steel vented Cis 2 Press boxes	1,500,000	1,500,000

**Ability to Sell and Deliver Service Nationwide**

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

Line Item	Question	Response *
25	Sales force.	<p>Dant Clayton's sales force consists of a combination of Dant Clayton employed sales representatives and independent dedicated Dant Clayton agents with defined territories (a.k.a. dealers). These representatives are focused on selling Dant Clayton's products as their primary product line and devote nearly 100% of their time selling or managing installations of products contained in this RFP. These representatives are assigned a territory of a reasonable size in order to provide personalized service to members in their territories.</p> <p>Sales agents have the option of performing their own project management and spend approximately 70% of their time in sales efforts. For the sake of this proposal, all of Dant Clayton's projects will be processed through our internal project management team.</p> <p>Territories include:</p> <ul style="list-style-type: none"> <li>• Northeast Territory consisting of ME, VT, NH, NY, MA, RI, CT, NJ, and Eastern PA</li> <li>• East Territory consisting of DE, MD, DC, VA, NC, SC</li> <li>• Midwest (East) consisting of OH, WV, and Western PA</li> <li>• Midwest (West) consisting of IN, IL, and MI</li> <li>• Midwest (Central) consisting of KY and TN</li> <li>• Northern territory consisting of WI and MN</li> <li>• Southern territory consisting of MS, AL, GA</li> <li>• Southwest territory consisting of MO, IA, NE, OK, KS, NM, NV and UT</li> <li>• FL is a dedicated territory</li> <li>• National territories consisting of CA, AK, HI, and remaining states, including additional dedicated representatives for major projects</li> <li>• International presence serviced through an extension of National Sales</li> </ul> <p>These territories are represented by a total of 17 people and are supported from the corporate office by a dedicated sales support staff of 10 (ten) additional people including engineers and experienced designers, known as the Preconstruction Group or Sales and Technical Resource Team (STRT).</p> <p>Thirteen (13) of these sales representatives are based within their territories, and the others make regular visits to their territories. Every sales representative and agent is capable of providing onsite support and do so on a regular basis. Thus, there is some crossover in our sales and service force, further outlined in the response to #27.</p> <p>For the purposes of this contract, our sales network is responsible for the sales portion of the work including preconstruction services as a part of the sales process. These preconstruction services include site analysis, customer consulting, preliminary grandstand design, budgeting and scheduling services. Once an order is entered, Dant Clayton's project management and operations team will take over the project execution.</p>
26	Dealer network or other distribution methods.	<p>Dant Clayton's current dealer network consists of Hanson Sports, Inc. located in the southwest and Toadvine Enterprises in the central Midwest. Since the award of our first contract, these dealers have been added as authorized users, allowing them to place orders under their respective business names of Dant Clayton products.</p> <p>Dant Clayton products and services are a first-tier product line for all of our dealers and make up the greatest portion of their revenue year over year. Our relationship with each began in an employed sales representative role, thus their company cultures are an extension of Dant Clayton, and their staff (20+ employees) are highly educated in our processes, services and products.</p>
27	Service force.	<p>Dant Clayton's services can be broken into two specific categories: those provided pre-fabrication and post-fabrication. Our pre-fabrication services include customer consulting, site analysis, design, engineering, and project management. Our post-fabrication services include installation, warranty and now inspection services.</p> <p>As mentioned above, our sales force performs some prefabrication services as part of the sale. In addition to our sales force, we have a dedicated design staff of 20 to perform the required design services, and a staff of 10 to perform project management services. These are in addition to the Precon/STRT players that work alongside our sales force to ensure the success of the overall project from start to finish. All of these services are included in the line item pricing provided.</p> <p>Our project management staff will also provide the post fabrication warranty service once initiated by the customer. For more details and information on this program see questions 43-49 of this proposal. With the addition of inspection services for existing grandstands to our contract, we now have dedicated staff from the Construction Management Team (CMT) to support this effort of helping members keep their seating code compliant and assist with shoring up any deficits.</p> <p>For assembly purposes, Dant Clayton utilizes a nationwide network of contractors. Our contractor network is typically based near the applicable project, but we also have travelling crews. Our crews are based in many states ranging from MD to CA, and we are able to service all 50 states via this extensive network. These crews specialize in grandstand installation, but can also perform site surveys, foundation installation, inspections and more.</p>



28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Dant Clayton's dedication to customer service starts with our first contact and does not end until after a project is installed. Customer satisfaction lives in every team member's job description and being externally focused is one of our core values. Our sales team will ensure that the customer is well educated on the product that they are purchasing, and that the product suits their need. In addition to product type, we can consult with the customer on topics such as site layout, revenue generation or project scheduling.</p> <p>Once a customer has entered an order, Dant Clayton's Construction Management Team will assign a project manager to the project. That project manager will be our customer's primary contact for any project issue including finish selection, sample submittals, scheduling, coordination, and any warranty issues they may arise. This team brings, on average, over 19 years of experience in the construction industry, and an average of nearly seven years' worth of successful solutions to unforeseen or uncontrolled challenges for Dant Clayton customers.</p> <p>Depending on which stage of the project we are in, if a customer submits a request to either their sales representative or project manager, we can typically respond within 1-2 days on the appropriate course of action due to our project teaming approach.</p>	*
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	With the mix of our regional sales force, dealer network and national sales team we serve all of North America and various International locations.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will serve all sectors and verticals represented in Sourcewell's member groups.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Dant Clayton does not impose any requirements or restrictions outside of the guidelines of membership and purchase put forth by Sourcewell. Restraint of contract use will be limited to a member's interpretation of specific state bid laws as it pertains to construction industry style products with an assembled or installed component.	*

**Marketing Plan**

Line Item	Question	Response *
32	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>To promote our newly awarded contract, Dant Clayton will first conduct a meeting with our internal team that worked on the proposal, along with our sales force and dealers, to announce our award and discuss the changes from previously held contract. We will then send out a press release (approved by Sourcewell) announcing our continued partnership with Sourcewell. We will then update our website partners' page with our new information and new contract number into our refreshed website, that will have a more robust "success with Sourcewell" message, promoting how Dant has worked with Sourcewell to help bring amazing outcomes to members (see #33).</p> <p>Our marketing/promoting strategy will then be split between internal and external customers. Internally, we promote the contract at the highest level, ensuring that our Leadership teams are well aware of it impact and role in our sales strategy. We conduct regular training and discussions with our Sales &amp; Technical Resource Team (STRT) to ensure we are in compliance and utilizing this procurement method when appropriate for the project and customer type. This includes hosting Sourcewell at one of our Sales Meetings annually, encouraging attendance at SW Universities held in rep's territories, and the continual information and education regarding the contract via monthly calls with sales reps.</p> <p>External efforts, excluding website and social media aspects (addressed in #33 response), include the display of Sourcewell contract option at all tradeshows attended both at the regional and national level, commitment to pursue the avenue option in all selling scenarios where membership is achievable by our selling agents, and an email blast awareness of the program in all newly represented areas. Combining this with the co-branded "Value" flyer Sourcewell has provided makes for a validated marketing presence that not only promotes our contract, but also shows members that they are tapping into a wealth of purchasing power beyond our solution.</p> <p>At Dant we place great value on the ability of our sales force and dealer network to engage in consultative selling which yields highly positive word of mouth advertising, solid references, and future work recommendations. This is seen as one of our most constant and impactful marketing strategies. Being able to continue to pair our expertise and confidence in stadium and arena seating procurement with the advantages of quality cooperative purchasing will bring successful outcomes and service to members for years to come.</p> <p>National Tradeshows: NACDA (National Association of Collegiate Directors and Athletics), NFHS (National Federation of State High School Associations), School and College Building Expo, and Stadia Expo. While not an exhibitor, also attend Stadium Managers Association Conference annually.</p> <p>Regional Tradeshows: Typically attend 3-5 a year, largely focused around School Board Association and Athletic conferences.</p> <p>See attached: Regional Announcement- TDoyen</p>
33	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>To promote our re-awarded Sourcewell contract, we would continue to show Sourcewell as an affiliate on our website, as well as crafting a blog post around the renewed contract award and benefits of it to potential customers. In conjunction to appearing on that page, with a link back to Sourcewell, we are currently in the middle of a website refresh (scheduled to launch at the end of this calendar year), where the use of Sourcewell in our industry would have a dedicated page with member testimonials, contact info, and additional knowledge shares around contract use. As part of our overall marketing strategy, we use social sites to highlight projects that were procured via this method. To date, our public social sites include: facebook, LinkedIn, Twitter, and YouTube. Internally we also use Teams to keep employees and sales reps informed of current happens in the Dant Clayton world. It is here that we push out success stories and strategies to our sales force regarding the use of purchasing co-ops.</p>
34	<p>In your view, what is Sourcewell's role in promoting Sourcewell- awarded contract into your sales process?</p>	<p>The role of Sourcewell in promoting the contract lies a great deal in the announcement and awareness that we are and continue to be a part of the Sourcewell quality solution base to members. Ways this can be carried out and have been in the past, is via a press release announcing recipients in proposed category, presence at educational sector tradeshows where Dant Clayton's logo appears alongside Sourcewell and funneling inquiries about products/solutions we provide from members/potential members to us. Perhaps one of the strongest ways Sourcewell can promote our particular contract is ensuring the Sourcewell mission is carried out to awarded vendors. Much like Sourcewell, we strive to be the preferred quality solution in our space. Creating an environment that showcases Dant Clayton and our product/service offering is highly impactful to current members' confidence in purchasing off our contract, as well as future members that we seek to bring into the cooperative.</p> <p>As we have been on contract via the previous cycle, integration of the contract into our sales process has already occurred. However, to build upon and enhance it we do the following: encourage reps new and seasoned to attend GTKU and University events to refresh knowledge and meet follow vendors; we also host our Sourcewell Contract Administrator annually at a sales meeting where our Sourcewell contract is discussed for best practices and growth strategies. This on top of many conversations, meetings, and Sourcewell conference calls to work member or project pursuit specifics.</p>
35	<p>Are your products or services available through e-procurement system and how government agencies can access them?</p>	<p>Due to the nature of our custom/turn-key products offered by Dant Clayton, they are not made available through e-procurement channels. There may be a future opportunity to secure segments of our Dant Edge product line via this method. To date, we feel that members need more touch points for questions and assistance than this method provides for our type of solution.</p>

## Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Our goal is to provide product and solution education/training throughout the sales process and beyond. This begins with our preconstruction services to ensure a knowledgeable purchase of the correct size, function, geometry and egress. This assistance and education are at no cost to the member and is tailored to a specific project. It is rooted in the goal of ensuring the member understands what they should and can expect from a purchase of Dant Clayton products and services, and that we are all working towards a successful outcome. On a broader spectrum, AIA accredited training and education for small groups are available by WebEx. This training is more focused on product knowledge and coordination and is not tied to a specific project. Larger groups can be educated at the customers' location by Dant Clayton personnel. On-site training requires advance scheduling. Again, this education is available in advance of the purchase at no cost or obligation. While formal training after the purchase is not required, as our products are fixed structures and do not have operating parts, we do offer a maintenance manual with all purchases. The manual addresses post purchase care instructions and inspection understanding serving as part of our close out documents on all projects.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>By leveraging our consultative approach and striving to create product solutions that meet the needs of our customers, we have brought many new product offerings and modifications to the table. In the last few years, we have introduced two products that have allowed us to enter into the indoor arena market as well as create more useful space for the members to get the most out of their project's geometry. One new product we've continued to find ways to sound deaden, create additional span (nearly 37') and integrate high end architectural and glass railing. We've also continued to increase the AV capabilities to our press boxes and have modified their structure to serve as ticket booths, concession stands and bathrooms. Aside from these, we have worked to advance with the evolving desired fan experience from incorporating drink rails to creating standing only spectators' sections.</p> <p>From a service standpoint, Dant Clayton strives to incorporate newer technology that allows us to better communicate with members and project partners. This can be seen in our use of PlanGrid to communicate project status internally and externally, as well as clash detection design capabilities and overall process quality improvements with BIM. Using these technologies, we continue to uncover greater efficiency and quality gains that allow us to better serve members.</p> <p>In terms of technological advances to our products and what they can offer members, we are currently in a research and development project to utilize the open channel in our long span aluminum deck as a conduit for electrical purposes. This development will give spectators the ability to charge devices from their seats, as well as offer additional ambiance or safety lighting options.</p> <p>Advances to our manufacturing space over the past five (5) years are as follows:</p> <ul style="list-style-type: none"> <li>• ESAB plasma table to burn aluminum and steel plates</li> <li>• Transfluid CNC bender for handrail production</li> <li>• 11 new forklifts</li> <li>• Gulf States PMI precision upcut saw for cutting miters</li> <li>• Baileigh CNC press brake to support the bending of aluminum and steel</li> <li>• Incorporation of Miller pulse welding technology on welded deck machines</li> <li>• Peddinghaus Anglemaster to support all angle and flat bar processing</li> <li>• Installed system to better remove the shot from blasted steel on the powder coat line</li> <li>• Upgraded the conveyor controls on the powder coat line</li> <li>• Purchased more modern burn off oven for powder coat line hooks and hangers</li> <li>• Upgraded all of the equipment in the powder coat line spray booth (new pumps, guns, and controls)</li> <li>• Marvel vertical mitering band saw</li> <li>• 8 new Miller welders for the steel shop</li> </ul>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>The largest "green" impact on our products is the use of recycled materials. The bulk of our products are comprised of steel and aluminum; thus, we purchase recycled materials from LEED certified suppliers. It is our goal to produce the least amount of drop when fabricating our products, however when there is scrap, that material is also recycled. Last year we recycled 8% of the overall raw aluminum and steel purchased. We also recycle 30 tons (60,000 lbs.) of wood scrap, packaging and crating that comes in from our suppliers annually.</p> <p>Throughout our office and production facilities we practice paper, cardboard and aluminum can recycling in order to reduce our footprint in landfills. This can also be seen in our use of hand dryers and water dispensers in our restrooms and break areas. In terms of energy efficiency our production plants and office areas have been outfitted with new low energy LED lighting and a new roof installed on our corporate office.</p> <p>Another step we have taken for many years, is using a powder-based paint versus wet paint to coat our aluminum and steel products. This application greatly reduces the amount of VOC's released in the atmosphere, making for a healthier environment for our team members and surrounding community.</p> <p>See attachment: Suppliers LEED certs.</p>

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Each press box is subject to a COMcheck to ensure we are incorporating all energy-efficient aspects possible. This includes (but not limited to) window, doors and insulation. COMcheck verifies that structures, additions or alterations meet the requirements of the ICEE and ASHRAE Standard 90.1, as well as several state-specific building and energy codes.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Dant Clayton is not classified as WMBE or SBE. When specifically required on a job, we make every effort to hire local qualified WMBE subcontractors. Since our last proposal, we have established several partnerships with WMBEs in the installer sector that we call upon to fulfill this requirement when needed.  See attachment: Harmon Steel Certification	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Dant Clayton's strength truly lies in the breadth of talent and expertise of our staff. Aside from the certifications listed, our team also consists of licensed professional engineers, certified public accountants, master's degree recipients and US patent holders. With a sales force averaging 12 years of experience, partnered with a design team with over 10 years average experience, we bring a unique skill set to the industry that can create specialized solutions like no other company.  Beyond being talented, we are committed to living our values every day. We show our customer loyalty by living up to our commitments in design, fabrication, project management and installation. Over the years, we have done work with 13 out of 15 Big Ten schools and many universities that have done multiple projects (3+) with us. Integrity is fostered by admitting our mistakes, taking ownership and dealing with the consequences. We show our customers, supplier and subcontractors respect in order to build trust – the foundation of any successful relationship. We value teamwork, understanding that it requires dependability, straightforwardness and knowledge. Through embracing positivity, we embody a “can do” attitude that approaches our work not with a “get it off my desk” mentality but rather how can I improve and help others be successful as well. We strive hard to continue to grow, to be better for our customers and our teammates each day as continuous improvement is our lifeblood.  This system of beliefs has led us to move into new sectors of business to ensure we our serving our customers to the fullest. This can be seen in the additional scope elements; pre-sale consultation, design, modeling, engineering and inspections that our contract has grown to include.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Dant Clayton is willing to participate in the Canadian market as expressed earlier in our proposal and has experience in delivering multi-million-dollar projects in Canada, such as our work at BMO Field and Saputo Stadium. As the nature of doing business in this segment of the construction industry is not in full alignment with the structure of our overall Sourcewell proposal, to provide solutions in Canada, the following modifications would apply. Orders will be for materials only with the freight on board being designated as our dock in Louisville, KY; the member would be responsible for hiring and arranging the trucks for pickup and would serve as the importer of record with responsibilities for their own customs brokerage; we will provide NAFTA cert and needed tariff codes for truck(s) contents, and to assist with the assembly of materials, we can also offer technical assistance during installation via one of our experienced install partner resources.  As building and code regulations differ from country to country, solutions for Canadian members will likely require modifications to those presented in this proposal. Those adjustments will have a price impact that will need to be assessed on an individual project basis.  With this being our first-time including Canada into our proposal, we would like to work with Sourcewell personnel to best define and structure our offering so that we are prepared to serve the members in the manner they are accustomed to.	*

## Warranty

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

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	We stand behind and warranty all Dant Clayton products, parts, and labor for one year from the date of substantial completion. We provide a single point of contact to receive the warranty claim, report progress on the solution, and ensure resolution. This approach ensures accountability and an efficient resolution of any warranty issue that may arise. We also offer an extended warranty package, and a price for additional coverage is available upon request.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We provide our customers with an Operations and Maintenance Manual, which outlines proper usage, maintenance, and inspection guidelines to assist our customers with ensuring their warranty coverage is not adversely affected and prolong the life of Dant Clayton products. Our warranty does not cover vandalism, improper use, or other damage that is not the result of a faulty product. Our complete warranty terms and conditions are available upon request.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, our warranty covers all expenses required to perform a repair, including, but not limited to the expense of a technician's travel time and mileage.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	We perform warranty repairs in all markets we serve.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We carefully choose manufacturers which offer sound, comprehensive warranties that match the high standards we set for ourselves. We stand with our customers and will act as a liaison to ensure all warranty guarantees provided by other manufacturers are met.
48	What are your proposed exchange and return programs and policies?	We provide truly customized products for each customer. Although we cannot accept returns or exchanges for custom products, our goal for each and every order is to provide our customers with a full turn-key product solution to meet their needs.
49	Describe any service contract options for the items included in your proposal.	Preventative maintenance provides a proven means for extending the life and maintaining the performance of products. We offer an Inspection Contract that typically lasts five years; however, the term length can be adjusted to meet individual customer needs. The contract includes a thorough inspection of the products to identify safety issues, significant cosmetic defects, maintenance that may be required, and an estimate of the cost to repair issues. These inspections also provide inspection identification tags as required by the latest ICC building codes (ICC 2017). In addition, we will provide coordination for obtaining the necessary material and qualified labor to address any issues that are found.

## Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30 Days - Dant Clayton's Offer of Sale terms and conditions shall apply to all orders and shall supersede any other terms and conditions proposed by the Buyer or agreed to by Dant Clayton. Additionally, Dant Clayton reserves the right to negotiate any and all additional terms and conditions proposed by the Buyer.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Dant Clayton does not directly offer leasing or financing options to members, but rather partners with National Cooperative Leasing (NCL), another Sourcewell vendor, to assist members in securing finances for our products and services.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>Our order process is that members work directly with our sales consultants and estimating department to determine scope and price for a project. Once an award has been made, the member will send a purchase control document bearing the Sourcewell contract and member number along with the verbiage "This document authorizes this purchase to be placed through Sourcewell". This notation is the trigger for our internal sales support and accounting roles to process the order and track it as a Sourcewell sale for the life cycle of the project.</p> <p>For this contract we will be processing orders via our Dant Clayton sales consultants as well as our two dealer groups, Hanson Sports and Toadvine Enterprises. In order to keep our reporting consistent, we will require copies of the agreements between our dealers and the members, again containing the contract and member number and subjected to an estimating review.</p> <p>As Sourcewell sales are logged upon entry to the ERP system, we are able to produce accurate and timely monthly reports. For more information regarding our reporting process, please see response to question #63 regarding our auditing process.</p>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Dant Clayton does accept credit card payments through PayPal for orders at or below the \$10,000 mark. The fee associated with this service is the standard processing fee of 3 ½%

## Pricing and Delivery

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

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

54	Describe your pricing model (e.g., line-item discounts or product-categories materials (if applicable) in the document upload section of your response.	<p>Our proposal utilizes line item pricing for a wide range of products. Each product or service line is featured in a dedicated tab on the pricing spreadsheet. A sample quote form is also included to help assemble the costs from different tabs.</p> <p>The Dant Edge and Alum-A-Stand product lines are modular product lines where pricing is based on unit costs plus adjustments for different configurations of bleachers. Egress elements and finish options are given as unit prices as well.</p> <p>Welded Deck stands are priced based on a unit price (\$/SF) multiplied by the appropriate unit (Area). Different unit prices are given for different configurations including number of rows, total size, riser height, and geometry. Additional options for egress elements and finishes are also provided using unit pricing.</p> <p>Modular press box building units are also offered with a number of size configurations. These sizes are based on standard configurations for Dant Clayton. Pricing is again provided as unit prices for the specific configurations listed. Several options including upgraded siding and windows are also provided using unit prices.</p> <p>Assembly pricing is based on stand components, geographic area, and project wage requirements.</p> <p>All prices are listed as ceiling not to exceed prices. In some scenarios, certain configurations may be able to be provided for a lower price than is listed on our price sheet. When that is the case, the savings will be passed along to our customers.</p> <p>In many cases, our customers wish to combine multiple products and services from different product lines. When combining line items, we have provided a sample quote sheet that can be used to aggregate the desired items from each specific product line. These quote sheets are completed for every Sourcewell project.</p>	
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Dant Clayton does not have published pricing; however, our pricing listed here does provide some innate benefits to the customer. By engaging directly with Dant Clayton, our customers can achieve the most efficient design and product selection. Often when architects and contractors are involved, Dant Clayton must comply with a rigid set of documents. By removing those restrictions, Dant Clayton is able to offer our most efficient solution for each customer's specific needs.</p> <p>In addition, our pricing is based on ceiling pricing. If we are able to offer a specific product in a specific area for a lower price, we will pass those savings along to our customers.</p>	
56	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Our pricing already builds in a savings for larger projects as shown by reduced pricing for stands with different footprints. If customers are interested in purchasing several standard units, we will assess the appropriate discount to offer based on the product and quantity being ordered. Since our pricing is based on ceiling pricing, we are able to offer quantity discounts that are tailored for each specific customer.</p>	
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Our approach to sourced products will be to secure quotes from multiple vendors in order to secure the best deal, while ensuring a quality solution. We'll take the cost provided and to a percentage adder. We have created a special area on our sample quote for these such items.</p> <p>cost/cost+%/via quote</p>	
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Our pricing is intended to be all inclusive. In many cases, multiple line items must be selected to receive a full solution. Dant Clayton will work with our customers to ensure that they understand which line items are required for their particular scenario.</p> <p>We have excluded sales and use tax. If applicable, those taxes will need to be added based on the customers local tax laws.</p> <p>In some cases, additional design is required for portions of the work not directly associated with the products (i.e. foundation design). When additional design is required, we may add a design fee based on our listed rate and based on an agreement with the customer as to the reasonable amount for these additional design fees.</p>	
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	<p>A freight rate has been included on our price sheet as a \$/truck-mile. The number of truck-miles are determined by the size of the stand, required weight of steel, and shipping destination.</p>	
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Dant Clayton will work with a broker to coordinate overseas or international deliveries. These services are not included in our pricing and will be added as a sourced item if applicable. We also offer customers the option to take ownership of the products at our plant in Louisville, so long as they are able to provide a bill of lading indicating the final destination.</p>	

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Dant Clayton offers a wide variety of distribution channels for our customers. We offer a factory direct maintenance and catalog division, a network of Dant Clayton regional partners, a staff of independent dedicated sales representatives, and a national team capable of handling open territories, complicated projects, and larger accounts.</p> <p>In addition to offering many methods for owners to directly purchase from Dant Clayton, we have developed relationships with regional general contractors who can carry Dant Clayton's products as part of a larger project.</p>
----	---	---

**Pricing Offered**

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

**Audit and Administrative Fee**

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Our focus on compliance begins at the opportunity level. Those potential projects that are positioned for a Sourcewell solution are marked within our CRM system (giving us a good look at our pipeline potential) and are tracked throughout our pursuit process. When the opportunity reaches a level of interest/development that drawings and/or pricing are being requested, our queue also identifies these opportunities as Sourcewell, so that appropriate pricing can be applied, and a version of the sample quote sheet (tab on pricing file) is used to ensure pricing does not exceed the prices presented in this proposal (which is structured as a ceiling price). All of our Estimating staff is well versed in our contract pricing structure, maintain a log of quotes with potential to be procured through Sourcewell and conduct spot checks against ceiling price on all contracultural pricing request as well as requested budgets.</p> <p>Once a Sourcewell (SW) order has been received, our Order Release Team validates the member number on the purchase control document and ensures the contract number is present. Pricing is once again verified, in the event of any member driven modifications to scope. All SW orders are submitted to the Director of Sales &amp; Marketing for logging on the sales report as they are released to the rest of the organization.</p> <p>Sales reports are submitted by the 2nd working day of the month to the Contract Administrator and Specialist. Fee payment requests are submitted to Dant Clayton's Accounting department by the 5th working day of the month, with payment being processed within fifteen (15) calendar days to Sourcewell. Please note that we submit reporting and payment monthly versus quarterly.</p>
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Dant Clayton proposes a 2% admin fee to be made payable to Sourcewell monthly on all sales secured during said month. The 2% would be applied to the full contract amount less taxes and freight. Previous months sales would be reported to Sourcewell by the 5th of the following month in a format much like the attached sample report. Once received, we would request that an invoice be sent to our Accounts Payable department for issuance of payment.</p> <p>Note this 2% is a cost to Dant Clayton and is not identified in any documentation, except for internal accounting documents. Keeping this consistent with the treatment of other cost categories.</p> <p>See attached: Dant Clayton 100814-DCT Sales Report</p>

**Industry Specific Questions**

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



<p>65</p>	<p>Describe any quality management and environmental system certifications attained by your organization.</p>	<p>Dant Clayton holds the following quality management certifications: i. AISC (American Institute of Steel Construction, Inc.) Certified – AISC sets the quality standard for the steel industry and is the most recognized national quality certification program for the industry. To be certified, a rigorous initial evaluation of processes from the initial contract through final delivery of the product must be completed, and annual audits passed. Certification confirms that a company has the personnel, knowledge, organization, equipment, experience, capability, procedures, and commitment to produce the required quality of work. Dant Clayton has the honor of being one of only sixteen companies to receive this quality assurance recognition in the state of Kentucky. We have held this certification since 2006. ii. APIC's CPIM Certified – Recognized globally as the standard of professional competence in the realm of inventory management, certification in Production and Inventory Management consists of mastering five areas of study: Basics of Supply Chain Management, Master Planning of Resources, Detailed Scheduling and Planning and Execution and Control of Operations. iii. DBIA Designated Design Build Professional – A member since 2006, Designated Design- Build Professional Certification achievement signifies that Dant Clayton operates using successful best practices in Design-Build, the integrated approach that delivers design and construction services under one contract with one single point of responsibility. iv. LEAN Certified (Yellow &amp; Green belts, and 2 LEAN and Six Sigma Black belts) – Focused on understanding customer value and aligning key processes to continuously improve, the ultimate goal of our LEAN work is to provide perfect value to the customer through a perfect value creation process that has zero waste. With multiple LEAN certified members on staff, Dant Clayton conducts various Kaizen events annually to increase our quality and productivity in our office environment as well as manufacturing floors.</p> <p>v. AWS Certified - Certification states that Dant Clayton's welding processes meet or exceed certified in 2007, the CWB Certification states that Dant Clayton meets or exceeds CSA W59 (W that will perform all work going into Canada.</p>
<p>66</p>	<p>Describe your engineering/manufacturing capabilities, both in-house and out-sourced.</p>	<p>Dant Clayton directly employees a large design and engineering staff. This includes licensed professional engineering, a skilled BIM-capable 3D architectural and engineering design staff, as well as on-staff production detailers who work seamlessly to connect design inputs with manufacturing outputs.</p> <p>Our three operational facilities cover five core manufacturing capabilities, namely: 1) AISC certified steel fabrication 2) Color powder coating of steel and aluminum  3) Pre-fabricated / Modular building production  4) Custom aluminum assembly and fabrication  5) Commercial non-ferrous railing production</p> <p>The full scale of manufacturing capabilities offered by Dant Clayton allows us to maximize our purchasing approach. For example, we treat our aluminum extrusions as raw material purchases, similar to steel, to be purchased, fabricated, and finished at our facilities. The more self-performed work we can deliver, the more value is provided to our customers.</p> <p>Taken together, the design, purchasing, and production capabilities provided by Dant Clayton allows for a wide array of customer solutions. Self-performing these tasks helps create a flexible, customer-first approach to the cost-effective delivery of our specialty systems.</p> <p>Additionally, Dant Clayton has developed a large network of consultants, suppliers, and potential project partners to help meet the demand of any project or new client. This includes nationally recognized consulting engineering firms, architectural design firms, related product suppliers, fabrication facilities, as well as sub-contractors and field management personnel.</p>

67	Describe your project design approach and related applications of technology.	<p>With a large range of design and technology capabilities, Dant Clayton approaches each project and each customer with an approach tailored to each situation.</p> <p>In the more complex arena and professional stadium markets, a highly coordinated approach is necessary, including full scale BIM participation to level 350. This will require multiple Dant Clayton direct staff, as well as the management of external resources.</p> <p>In these markets, Dant Clayton will deploy 3D software such as Revit and Tekla, each utilized on staff by direct employees in support of projects. Together with our in-house project management staff, the design process is managed first-hand from start to finish as part of the project team.</p> <p>In the more basic high school markets, such an approach may not offer good value to our customers. In these cases, 2D CAD drawings and basic information is all that is necessary to convey the details for customer approval, manufacturing and installation.</p> <p>Dant Clayton has the ability to provide a flexible design approach to our customers, specific to each situation, with a common goal of reduced risk and costs for all parties.</p> <p>Dant Clayton incorporates the use of AutoCAD, Revit, Tekla, and Bluebeam as our primary tools in design approach. These tools allow us to review project documents, provide takeoffs, participate in design team meetings, and collaborate from project initiation through project completion.</p> <p>Our proficient use of these tools allows Dant Clayton to work alongside project design teams and other subcontractors using BIM (Building Information Modeling). This service allows Dant Clayton to coordinate our structure with several other trades. This provides our customers with a streamlined design/coordination process, while reducing the number of clashes in the field.</p>
68	Describe your compliance with building codes including ADA compliance, etc.	<p>Dant Clayton is compliant with past and current model building codes. This includes International Building Codes, State Building Codes (IBC standards) and referenced industry standards such as AISC, ACI, Aluminum Design Manual, NFPA, ICC-300 and ADA Standards for Accessible Design, to name a few.</p> <p>Our sales force and support staff are all well versed in code requirements and are more than willing to work with local code officials on specific projects to ensure full compliance and the utmost level of safety and wellbeing for end users is achieved. Over the past couple of years, we have added an additional code review to order entry process as another check step to code adherence.</p>
69	Describe your post-purchase involvement in projects that will help drive value to Sourcewell members.	<p>The Project Manager is the single point of contact post sale for customers. They are responsible for communicating progress in all facets of the project from design, manufacturing through construction. As a specialty subcontractor with multiple in-house disciplines, a single point of contact is critical for streamlining communication between the customer and various other Dant Clayton team members. Being the central gathering point for all information exchanged allows the Project Manager and customer to develop a working relationship that maximizes communication and prompt resolution of issues that may impact quality, schedule, and/or cost of the products purchased through Sourcewell. The average tenure of Project Managers at Dant Clayton is approximately 7 years with an average of 19 total years in construction. We also have a network of seasoned field crews that have been assembling our products for well over a decade. The combination of this experience and expertise brings value to Sourcewell customers in today's construction market where project delivery to customers is suffering due to lack of qualified, experienced construction personnel available.</p>

<p>70</p>	<p>Describe any sponsorship, promotional, or revenue generating attributes of the equipment or products included in the proposal, and identify any support or training available to members related to implementation of those solutions.</p>	<p>We understand that maximizing revenue is essential in today's environment. Our stadiums offer significant potential to elevate a school name or supporting company brands to enhance revenue. We've spent time identifying areas of revenue impact to be incorporated into new construction, as well as some that can be outfitted into existing structures. As with all projects, our sales staff is equipped and trained to evaluate a member's venue and provide a menu of options to best meet the need. We will work alongside the member's fund-raising champion to ensure impactful products are incorporated to achieve the financial goals.</p> <p>Some of our revenue generating products include:</p> <ul style="list-style-type: none"> <li>• Colosseum I and II Chairs – This style of seating provides members with an opportunity to recognize top donors or local advertisers while contributing to the bottom line. Each donor or advertiser's name can be placed on a silver plate located on the front of the chair. This can be expanded to include some messaging, or even graduation dates for alumni donors.</li> <li>• VIP Seating Section – including multiple price points into single game or full season ticket packages allow spectators to consider upgrading their game day experience. These seating sections can consist of full chair back seats with armrest, wider tread depth for more leg room, and fewer seats between aisles, giving upgraded ticket holders increased comfort and convenience at a price.</li> <li>• Banner Rail System – This banner option is a specialized system that allows for easy lifting and lowering as it is manipulated via remote control along rails on the back side of a stadium/grandstand. This is seen as ideal placement for banners, as there is much real estate that can be easily seen by spectators and offers an aesthetic finishing touch. Since this option is on rails, it can easily be outfitted to an existing structure, as well as allowing for the banners to be switched out to coordinate with special events, or in case of bad weather.</li> <li>• Admesh™ Banners – Another banner option for the back of a grandstand, these banners have no size restriction, and can again be installed on an existing structure.</li> <li>• Banners – the concept of banners is ideal for generating advertising and donor dollars. To date we have assisted in installing banners in the following locations: back of stand (banner rail and Admesh banners), concourse banners (utilized unused head space below a stand), top of grandstand (ideal for facing grandstands in a Home and Visitor application) and vertical banners (used throughout venue).</li> <li>• Field Level Ads – This style of advertising yields a message opportunity that will be highly visible to nearly every fan, as well as those watching on TV, if that is an option.</li> <li>• Loge Boxes – again using the tool of maximizing revenues via differentiated fan experiences and price points, loge boxes fill the gap between luxury suites and VIP or club seating. They can be incorporated into a variety of design locations and provide: more room per spectator, drink rails and defined private space.</li> <li>• Aisle and Stair Ads – offer inexpensive opportunities to provide advertisers easy exposure as access stairs and egress aisles are some of the most commonly used areas in any stadium or grandstand.</li> </ul> <p>To better demonstrate how some of these options have panned out for customers, please see our attached case study on two schools that implemented banners into their grandstand.</p> <p>See attached: Top 10 Revenue Generating Opportunities for Your Stadium and A Game-Changing Revenue Generating Opportunity: Banners</p>
<p>71</p>	<p>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</p>	<p>As Sourcewell contract sales are part of our annual sales plan, we set monthly goals across our various market segments and track against them via our KPIs (key performance indicators). KPIs serve as our measuring stick for the health of the business and are reviewed and discussed with our sales force, sales support staff, and both levels of leadership teams. We continue to set higher goals for our sales each year and purchasing cooperative sales are no exception.</p> <p>To aid in reaching and exceeding our sales goal, we identify leads that have potential to be awarded via the contract at the earliest phase possible. We continue to track those opportunities as they move through the sales cycle and eventually turn into an order. Having this visibility to our lead pool of contract projects, helps us to see trends in our sales data: regions of higher acceptance/engagement, rep's ability to have the purchasing cooperative conversation, ebbs and flows in traction, etc.</p> <p>Aside from tracking sales and opportunities, we hold a sales force wide competition on who can sell the most by volume annually. Leader board stats are sent out quarterly with the highest selling rep being celebrated at our first sales meeting of the year. This has become a tradition at Dant Clayton, with our Contract Administrator being present for the presentation and to offer additional education and exchange on contract use.</p> <p>We define success with the contract in the following ways: number of active opportunities identified, sales actualized against the goal, and member satisfaction throughout the life cycle of the project, at completion and beyond.</p> <p>See attached: SA-06 Co-Op Sales Performance 2018</p>

## 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."
- [Financial Strength and Stability](#) - Financial Strength - Referral Letters.pdf - Tuesday August 13, 2019 12:52:26
  - [Marketing Plan/Samples](#) - Marketing Example = Regional Announcement.pdf - Tuesday August 13, 2019 12:52:34
  - [WMBE/MBE/SBE or Related Certificates](#) - WMBE\_MBE Certification - Harmon Steel.pdf - Tuesday August 13, 2019 12:52:43
  - Warranty Information (optional)
  - [Pricing](#) - Dant Clayton RFP091719 Proposal Pricing.xlsx - Monday September 16, 2019 16:12:12
  - [Additional Document](#) - Additional Supporting Documents.pdf - Tuesday August 13, 2019 14:23:15

**Proposers Assurance of Comp**

**PROPOSER ASSURANCE OF COMPLIANCE**

**PROPOSER'S AFFIDAVIT**

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

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

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

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

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
Event Seating_Addendum_2 Tue September 10 2019 08:19 AM	<input checked="" type="checkbox"/>	--
Event Seating_Addendum 1 Thu September 5 2019 09:00 AM	<input checked="" type="checkbox"/>	--

# AMENDMENT #1 TO SOURCEWELL CONTRACT #091719-DCT

THIS AMENDMENT is by and between **Sourcewell** and **Dant Clayton Corporation** (Vendor).

Vendor was awarded a Sourcewell contract for Event Seating and Staging Solutions with Related Accessories and Services effective November 23, 2019, through December 3, 2023, relating to the provision of goods and services by Vendor and to Sourcewell Members (Original Agreement).

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Exhibit A, Question 26 is amended to add Vantage Stadium Systems, LLC (East Territory consisting of DE, MD, DC, VA, NC, SC) as a sales agent with the ability to sell Vendor's products directly to Participating Entities under this Contract.

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

### Sourcewell

DocuSigned by:  
 By: Jeremy Schwartz  
 Author: C0FD2A139D06489...

Jeremy Schwartz  
 Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 8/19/2020 | 11:22 AM CDT

### Dant Clayton Corporation

DocuSigned by:  
 By: Amanda Caufield  
 Author: A174F0FBD2CE467...

Amanda Caufield  
 Name – Printed

Title: Director of Sales & Marketing

Date: 8/19/2020 | 9:03 AM PDT

### Sourcewell-APPROVED

DocuSigned by:  
 By: Chad Coauette  
 Author: 7E42B8F817A64CC...

Chad Coauette  
 Name – Printed

Title: Executive Director/CEO

Date: 8/19/2020 | 11:26 AM CDT

**AMENDMENT #2  
TO  
SOURCEWELL CONTRACT #091719-DCT**

THIS AMENDMENT is by and between **Sourcewell** and **Dant Clayton Corporation** (Vendor).

Vendor was awarded a Sourcewell contract for Event Seating and Staging Solutions with Related Accessories and Services effective November 23, 2019, through December 3, 2023, relating to the provision of goods and services by Vendor and to Sourcewell Members (Original Agreement).

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Exhibit A, Question 26 is amended to add Bluegrass Venue Solutions, LLC (territory consisting of CA and AZ) as a sales agent with the ability to sell Vendor's products directly to Participating Entities under this Contract.

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

**Sourcewell**

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Authorized Signature

Jeremy Schwartz  
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 12/7/2020 | 10:30 PM CST

**Dant Clayton Corporation**

DocuSigned by:  
By: Amanda Caufield  
A174F0FBD2CE467...  
Authorized Signature

Amanda Caufield  
Name – Printed

Title: Director of Sales & Marketing

Date: 12/7/2020 | 2:38 PM PST

**Sourcewell-APPROVED**

DocuSigned by:  
By: Chad Coquette  
7E42B8F817A64CC...  
Authorized Signature

Chad Coquette  
Name – Printed

Title: Executive Director/CEO

Date: 12/8/2020 | 6:09 AM CST

**AMENDMENT #3  
TO  
CONTRACT #091719-DCT**

THIS AMENDMENT is by and between **Sourcewell** and **Dant Clayton Corporation** (Vendor).

Sourcewell awarded a contract to Vendor to provide Event Seating and Staging Solutions with Related Accessories and Services, to Sourcewell and its Participating Entities, effective November 23, 2019, through December 3, 2023 (Contract).

The parties wish to amend the following terms within the Contract.

This Amendment is effective upon the date of the last signature below.

Through this Amendment, Vendor wishes to expand its Dealer Network by adding

- Toadvine Enterprises (in Alabama and Mississippi)
- Vine & Branch

Except as amended by this Amendment, the Contract remains in full force and effect.

**Sourcewell**

**Dant Clayton Corporation**

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

By: Amanda Canfield  
DocuSigned by: A174F0FBD2CE467...  
 Amanda Canfield

Date: 7/30/2021 | 9:46 AM CDT

Title: Director of Marketing & Sales Operations

Approved:

Date: 7/30/2021 | 7:28 AM CDT

By: Chad Couette  
DocuSigned by: 7E42B8F817A64CC...  
 Chad Couette, Executive Director/CEO

Date: 7/30/2021 | 9:53 AM CDT